

FILED

SEP 18 1995

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415)456-8450
5 In Propria Persona

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF MARIN

8 CHURCH OF SCIENTOLOGY INTERNATIONAL,))
9 a California not-for-profit))
10 religious corporation,))
11 Plaintiff,))
12 vs.))
13 GERALD ARMSTRONG; MICHAEL WALTON;))
14 THE GERALD ARMSTRONG CORPORATION))
15 a California for-profit))
16 corporation; DOES 1 through 100,))
17 inclusive,))
18 Defendants.))

No. 157 680

EVIDENCE IN SUPPORT
OF OPPOSITION TO
MOTIONS FOR SUMMARY
ADJUDICATION OF 20TH
CAUSE OF ACTION; AND
13TH, 16TH, 17TH &
19TH CAUSES OF ACTION
OF SECOND AMENDED
COMPLAINT

Date: 9/29/95
Time: 9:00 a.m.
Dept: One
Trial Date: Not Set

RECEIVED

SEP 18 1995

HUB LAW OFFICES

VOLUME I

VOLUME I

EXHIBIT 1: Declaration of Gerald Armstrong in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, Authenticating Deposition Transcripts and Exhibits.

EXHIBIT 1(A): Declaration of Gerald Armstrong, executed March 15, 1990, and Authenticating Exhibits.

EXHIBIT 1(A) (A): Memorandum of Decision dated June 20, 1984 in Scientology v. Armstrong, LA Superior Court No. C 420153.

EXHIBIT 1(A) (B): Opinion of California Court of Appeal dated December 18, 1986 in Scientology v. Armstrong, Case No. B005912.

EXHIBIT 1(A) (C): Deposition subpoena dated September 28, 1989 in Corydon v. Scientology, LASC No. C 694 401.

EXHIBIT 1(A) (D): Notice of Motion and Motion by Defendant Author Services, Inc to Delay or Prevent the Taking of Certain Third Party Depositions by Plaintiff dated November 1, 1989 in Corydon.

EXHIBIT 1(A) (E): Excerpts from 1987 Scientology "Dead Agent" document.

EXHIBIT 1(A) (F): First Affidavit of Kenneth Long executed October 5, 1987 and filed

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in Scientology v. Miller & Penguin Books, High Court of Justice, London, England, Case No. 1987 C 6140.

EXHIBIT 1(A)(G): Second Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller.

EXHIBIT 1(A)(H): Third Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller.

EXHIBIT 1(A)(I): First Affidavit of Sheila Chaleff executed October 5, 1987 and filed in Miller.

EXHIBIT 1(A)(J): Fourth Affidavit of Kenneth Long executed October 7, 1987 and filed in Miller.

EXHIBIT 1(A)(K): Fifth Affidavit of Kenneth Long executed October 8, 1987 and filed in Miller.

EXHIBIT 1(A)(L): Affidavit of Gerald Armstrong, executed March 7, 1986.

EXHIBIT 1(A)(M): Letter dated December 27, 1988 from Michael Flynn to Clerk, California Court of Appeal; Response of Gerald Armstrong to Opposition Filed by Real Party in Interest, Bent Corydon dated December 27, 1988.

EXHIBIT 1(A)(N): Business card of Eugene M, Ingram on copy face of videocassette.

1 EXHIBIT 1(A)(O): Civil Subpena in Scientology v.
2 Yanny, LASC No. C 690211, dated
3 November 29, 1989.

4 EXHIBIT 1(A)(P): Respondents's Petition for
5 Permission to File Response and for
6 an Extension of Time to File
7 Response filed in the California
8 Court of Appeal February 28, 1990 in
9 Scientology v. Armstrong, Case No.
10 B025920.

11 EXHIBIT 1(A)(Q): Defendants's Petition for Permission
12 to File Response and for Time to
13 File filed in the California Court
14 of Appeal March 1, 1990 in
15 Scientology v. Armstrong, Case No.
16 B038975.

17
18 VOLUME II

19
20 EXHIBIT 1(B): Declaration of Gerald Armstrong, executed
21 December 25, 1990, and Authenticating Exhibits.

22 EXHIBIT 1(B)(A): Mutual Release and Settlement
23 Agreement.

24 EXHIBIT 1(B)(B): Appellant's Opposition to
25 Defendant's Petition for Permission
26 to File Response and for Time to
27 File, filed in the California Court
28 of Appeal March 6, 1990 in
Scientology v. Armstrong, Case No.

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B038975.

EXHIBIT 1(B)(C): Defendant's Reply to Appellant's Opposition to Petition for Permission to File Response and for Time, filed in the California Court of Appeal March 24, 1990 in Scientology v. Armstrong, Case No. B038975.

EXHIBIT 1(B)(D): Notice of Motion and Motion for an Order Directing Non-Interference with Witnesses and Disqualification of Counsel, filed March 19, 1990 by plaintiff in Corydon, supra.

EXHIBIT 1(B)(E): Opposition of Defendants to Motion for an Order Directing Non-Interference with Witnesses and Disqualification of Counsel, filed March 27, 1990 in Corydon, supra.

EXHIBIT 1(B)(F): Declaration of Lawrence Heller executed March 27, 1989 and filed in Corydon, supra.

EXHIBIT 1(B)(G): Declaration of Kenneth Long executed March 26, 1989 and filed in Corydon, supra.

EXHIBIT 1(B)(H): Declaration of Gerald Armstrong, executed March 26, 1990.

EXHIBIT 1(B)(I): Civil subpoena undated for April 24, 1990 deposition in Corydon, supra.

EXHIBIT 1(B)(J): Notes of Gerald Armstrong of

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telephone conversation with Lawrence Heller on October 23, 1989.

EXHIBIT 1(B)(K): Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on October 25, 1989.

EXHIBIT 1(B)(L): Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on November 20, 1989.

EXHIBIT 1(B)(M): Transcript of Gerald Armstrong's side of telephone conversation with Lawrence Heller on November 20, 1989.

EXHIBIT 1(B)(N): Final Adverse Ruling of Internal Revenue Service to Church of Spiritual Technology dated July 8, 1988.

EXHIBIT 1(B)(O): Declaration of Gerald Armstrong, executed October 11, 1986.

EXHIBIT 1(B)(P): Declaration of Gerald Armstrong, executed November 1, 1986.

VOLUME III

EXHIBIT 1(C): Opinion of California Court of Appeal dated July 29, 1991 in Scientology v. Armstrong, Case No. B 025920, B 038975.

EXHIBIT 1(D): Scientology's Notice of Motion and Motion to Seal Record on Appeal, filed September 11, 1991 in Scientology v. Armstrong, Case No. B 025920, B 038975.

1 **EXHIBIT 1(E)**: Gerald Armstrong's Opposition to Motion to
2 Seal Record on Appeal, filed October 15, 1991 in Scientology
3 v. Armstrong, Case No. B 025920, B 038975.

4 **EXHIBIT 1(E) (A)**: Complaint for Damages for And
5 Injunctive Relief from Fourth
6 Amendment Violations; First
7 Amendment Violations; Due Process
8 Violations Under the Fifth
9 Amendment; and Equal Protection
10 Violations Under the Fifth
11 Amendment, in Scientology v.
12 Xanthos, et al. US District Court,
13 Central District of California, Case
14 No. 91-4301 SVW(Tx) filed August 12,
15 1991

16 **EXHIBIT 1(E) (B)**: Scientology's Further Response to
17 Order of July 2, 1985; Request for
18 Stay, filed January 22, 1986 in
19 Scientology v. Armstrong, LA
20 Superior Court No. C 420153.

21 **EXHIBIT 1(E) (C)**: Scientology's Supplemental
22 Memorandum in Support of Defendant's
23 Motion to Dismiss Complaint with
24 Prejudice, filed August 26, 1991 in
25 the Case of Aznaran v. Scientology,
26 US District Court, Central District
27 of California, Case No. CV 88-1786
28 JMI.

EXHIBIT 1(E) (D): Reply in Support of Defendants'

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Motion for Summary Judgment Based on Statute of Limitations, filed August 26, 1991 in Aznaran.

EXHIBIT 1(E)(E): Declaration of Gerald Armstrong Regarding Alleged "Taint" of Joseph A. Yanny executed September 3, 1991 and filed in Aznaran.

EXHIBIT 1(E)(F): Defendants' Opposition to Ex Parte Application to File Plaintiff's Opposition to Defendants' Motion to Dismiss Complaint with Prejudice, filed August 30, 1991 in Aznaran.

EXHIBIT 1(E)(G): Final Adverse Ruling of Internal Revenue Service to Church of Spiritual Technology dated July 8, 1988.

EXHIBIT 1(E)(H): Page 70 of Plaintiff's Exhibits to Complaint filed October 6, 1988 in Church of Spiritual Technology v. US, Case No. 581-88T in the US Court of Claims.

EXHIBIT 1(E)(I): Pages 370-372 from Miller, Russell, Bare-Faced Messiah: The True Story of L. Ron Hubbard.

EXHIBIT 1(E)(J): Pages 238-249 from Corydon, Bent and Hubbard, L. Ron, Jr., L. Ron Hubbard, Messiah or Madman?

EXHIBIT 1(E)(K): Pages 328-334 from Atack, Jon, A Piece of Blue Sky: Scientology,

Dianetics and L. Ron Hubbard
Exposed.

EXHIBIT 1(E) (L): Order Allowing the United States of
America to Examine and Copy Exhibits
5-K, 5-L, 5-O, 5-P and 6-O dated
August 27, 1991 and filed in
Scientology v. Armstrong, LA
Superior Court No. C 420153.

EXHIBIT 1(F): Order of California Court of Appeal denying
Motion to Seal Record dated December 5, 1991 in Scientology
v. Armstrong, Case No. B 025920, B 038975.

VOLUME IV

EXHIBIT 1(G): Declaration of Gerald Armstrong in Opposition
to Scientology's Motion for Preliminary Injunction, executed
March 16, 1992, and Authenticating Exhibits.

EXHIBIT 1(G) (A): "Attacks on Scientology,"
Scientology Policy Letter by L. Ron
Hubbard dated February 25, 1966.

EXHIBIT 1(G) (B): Excerpt from article "Dissemination
of Material" by L. Ron Hubbard from
booklet "Magazine Articles on Level
O Checksheet."

EXHIBIT 1(G) (C): "Penalties for Lower Conditions,"
Scientology Policy Letter by L. Ron
Hubbard dated October 18, 1967.

EXHIBIT 1(G) (L): "Settlement Agreement" between
attorney Michael J. Flynn and his

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clients in December, 1986.

EXHIBIT 1(G) (M) Letter from Phillip Rodriguez dated November 7, 1984 purporting to authorize eavesdropping on Gerry Armstrong and Michael J. Flynn.

EXHIBIT 1(G) (N): Public Announcement of Los Angeles Police Chief Daryl Gates dated April 23, 1985.

EXHIBIT 1(G) (O): Letter from Los Angeles County Deputy District Attorney Robert N. Jorgenson to Scientology officials dated April 25, 1986.

EXHIBIT 1(G) (P): "Dept of Government Affairs," Scientology Policy Letter by L. Ron Hubbard dated August 15, 1960.

EXHIBIT 1(H): Declaration of Gerald Armstrong, executed January 13, 1994, and Authenticating Exhibits.

EXHIBIT 1(H) (F): Declaration of US District Court Judge James M. Ideman, executed June 17, 1993.

EXHIBIT 1(H) (P): "A Crash Course in Speculation," article by Gerald Armstrong dated 1989.

EXHIBIT 1(H) (R): Letter from Gerald Armstrong dated April 23, 1990 to Theresa Zraggen in the IRS.

EXHIBIT 1(H) (R) (A): Information Document Request dated February 26, 1990, issued to Gerald

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Armstrong by IRS re 1987
audit.

EXHIBIT 1(H) (R) (B) : United States Supreme
Court opinion in US v.
Zolin, 89 C.D.O.S.4616,
filed June 21, 1989.

EXHIBIT 1(H) (R) (C) : "Freedom" published by
Scientology April/May,
1985.

EXHIBIT 1(H) (R) (X) : Advertisements by Gerald
Armstrong in "Common
Ground," in 1989.

EXHIBIT 1(H) (R) (CC) : Letter from Gerald
Armstrong to Jonathan
Marshall dated July 28,
1987; letter from Gerald
Armstrong to "Dear
Captors" dated July 28,
1987.

EXHIBIT 1(H) (R) (DD) : Writing by Gerald
Armstrong dated December
31, 1987.

EXHIBIT 1(H) (R) (EE) : "Margaret," drawing by
Gerald Armstrong.

EXHIBIT 1(H) (R) (FF) : "Mitzi," drawing by Gerald
Armstrong.

EXHIBIT 1(H) (S) : Letter from Gerald Armstrong to
Jonathan Marshall dated October 14,
1989 with article "A Crash Course in

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Speculation,"

EXHIBIT 1(H)(Z): Letter from Gerald Armstrong dated October 23, 1992 to Republican National Committee with recipients list, references list, "OUR Pledge," article "OUR Deadline," article "Present Currency," article "Wisdom Has No Downside," letter to Rick Polito, Marin Independent Journal, dated re "OUR Program"

EXHIBIT 1(H)(CC): "Squirrels," Scientology Office of Special Affairs Executive Directive dated September 20, 1984.

EXHIBIT 1(H)(DD): Ex parte Application for Order to Show Cause Why Gerald Armstrong Should Not Be Held in Contempt, filed December 31, 1992 in Scientology v. Armstrong, LASC No. BC 052395 (now Marin SC No. 157680).

VOLUME V

EXHIBIT 1(I): Declaration of Gerald Armstrong Executed August 12, 1984, and Authenticating Deposition Transcripts And Exhibits.

EXHIBIT 1(I)(A): Declaration of Nancy Rodes dated November 29, 1989.

EXHIBIT 1(I)(B): Certificate of Saint dated October 18, 1987.

1 EXHIBIT 1(I)(C): Deposition testimony of Armstrong
2 March 16, 1992 in Church of
3 Scientology International v. Yanny,
4 Los Angeles Superior Court, Case No.
5 BC 033035 ("Yanny II")
6 EXHIBIT 1(I)(E): Gerald Armstrong's prayer to God and
7 His Answer dated August 13, 1990.
8 EXHIBIT 1(I)(F): Deposition testimony of Gerald
9 Armstrong July 22, 1992 in Church of
10 Scientology International v.
11 Armstrong, Los Angeles Superior
12 Court, case No. BC 053295, now Marin
13 SC No. 157680.
14 EXHIBIT 1(I)(G): Deposition testimony of Michael
15 Walton taken herein February 24,
16 1993.
17 EXHIBIT 1(I)(H): Deposition testimony of Gerald
18 Armstrong herein March 17, 1994.
19 EXHIBIT 1(I)(I): Deposition testimony of Michael
20 Walton herein March 18, 1993.
21 EXHIBIT 1(I)(J): Letter from Gerald Armstrong to
22 Andrew Armstrong dated August 20,
23 1990
24 EXHIBIT 1(I)(K): Letter from Gerald Armstrong to
25 Lorrie Eaton dated August 20, 1990.
26 EXHIBIT 1(I)(L): Letter from Gerald Armstrong to
27 Jerry Solfvinn dated August 20, 1990.
28 EXHIBIT 1(I)(M): Letter from Armstrong to Bruce,
Tricia and Anne-Leigh (Dawson

1 Family) dated August 21, 1990.

2 EXHIBIT 1(I)(N): Letter from Gerald Armstrong to

3 Michael and Kima Douglas

4 ("Douglases") dated August 21, 1990.

5 EXHIBIT 1(I)(O): Letter

6 from Douglases to Armstrong dated

7 September 6, 1990.

8 EXHIBIT 1(I)(P): Promissory Note from Douglases to

9 Armstrong dated July 28, 1987.

10 EXHIBIT 1(I)(Q): Promissory Note from Douglases to

11 Armstrong dated June 3, 1988.

12 EXHIBIT 1(I)(R): Promissory Note from Douglases to

13 Armstrong dated June 1, 1990.

14 EXHIBIT 1(I)(S): Note from Douglases to Armstrong

15 dated June 1, 1988.

16 EXHIBIT 1(I)(T): Order of California Court of Appeal

17 dated March 9, 1990 in Scientology v

18 Armstrong, in Case No. B 025920,

19 granting Permission to Responde in

20 Appeal.

21 EXHIBIT 1(I)(U): Deposition testimony herein July 11

22 and July 26, 1994 of Lynn Farny

23 ("Farny"), Secretary and corporate

24 representative of plaintiff CSI.

25 EXHIBIT 1(I)(V): "Verbal Tech: Penalties" Scientology

26 Policy Letter by L. Ron Hubbard

27 dated February 15, 1979 and April

28 12, 1983.

EXHIBIT 1(I)(W): "Policy: Source Of" Scientology

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- Policy Letter by L. Ron Hubbard dated March 5, 1965.
- EXHIBIT 1(I) (X):** "Seniority of Orders" Scientology Policy Letter by L. Ron Hubbard dated August 9, 1972.
- EXHIBIT 1(I) (Y):** "Policy and Orders" Scientology Policy Letter by L. Ron Hubbard dated November 25, 1970.
- EXHIBIT 1(I) (Z):** "Suppressive Acts - Suppression of Scientology and Scientologists" Scientology Policy Letter by L. Ron Hubbard dated December 23, 1965, revised January 8, 1991.
- EXHIBIT 1(I) (AA):** "Suppressive Person Declare Gerry Armstrong" dated February 18, 1982.
- EXHIBIT 1(I) (BB):** "Suppressive Person Declare Gerry Armstrong" dated February 18, 1982, Revised April 22, 1982.
- EXHIBIT 1(I) (CC):** "Suppressive Persons and Suppressive Groups List, Flag Executive Directive" dated July 25, 1992.
- EXHIBIT 1(I) (DD):** "Squirrels," Scientology Office of Special Affairs Executive Directive dated September 20, 1984.
- EXHIBIT 1(I) (EE):** "Penalties for Lower Conditions," Scientology Policy Letter by L. Ron Hubbard dated October 18, 1967.
- EXHIBIT 1(I) (FF):** "Cancellation of Fair Game," Scientology Policy Letter by L. Ron

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Hubbard dated October 21, 1968.

EXHIBIT 1(I)(GG): "How to Handle Black Propaganda,"
Scientology Policy Letter by L. Ron
Hubbard dated November 21, 1972.

EXHIBIT 1(I)(HH): "Black PR," Scientology Policy
Letter by L. Ron Hubbard dated May
11, 1971.

EXHIBIT 1(I)(II): Excerpt from article "Dissemination
of Material" by L. Ron Hubbard from
booklet "Magazine Articles on Level
O Checksheet."

VOLUME VI

EXHIBIT 1(J): Declaration of Gerald Armstrong in Opposition
to Motions for Summary Adjudication Fourth, Sixth and
Eleventh Causes of Action of Second Amended Complaint,
Authenticating Exhibits.

EXHIBIT 1(J)(A): "Operating Thetan Section III," by
L. Ron Hubbard (Handwritten and
Typed Versions).

EXHIBIT 1(J)(B): Excerpt, Dianetics and Scientology
Technical Dictionary, Bridge
Publications, 1982.

EXHIBIT 1(J)(C): Declaration of Michael Rinder
executed October 27, 1994, and filed
in Scientology v. Steven Fishman &
Uwe Geertz, US District Court for
the Central District of California

1 No. 91-6426-HLH (Tx).

2 EXHIBIT 1(J)(D): Declaration of Robert Vaughn Young

3 executed December 14, 1994.

4 EXHIBIT 1(J)(E): Declaration of Stacy Brooks Young

5 executed December 14, 1994.

6 EXHIBIT 1(J)(F): Excerpt, Webster's Third New

7 International Dictionary of the

8 English Language Unabridged, Merriam

9 Webster, Inc, 1981.

10 EXHIBIT 1(J)(G): "The Creed of the Church of

11 Scientology" published in What is

12 Scientology, Bridge Publications,

13 1992.

14 EXHIBIT 1(J)(H): Excerpt, Revised Bylaws of Church

15 of Scientology International,

16 Amended April 10, 1994.

17 EXHIBIT 1(J)(I): "Keeping Scientology Working,"

18 Scientology Policy Letter by L. Ron

19 Hubbard dated 7 February, 1965,

20 Reissued October 12, 1985.

21 EXHIBIT 1(J)(J): Declaration of Gerald Armstrong,

22 executed July 19, 1991.

23 EXHIBIT 1(J)(K): Letter from Gerald Armstrong to Eric

24 Lieberman, dated June 21, 1991.

25 EXHIBIT 1(J)(L): Order of Judge Diane Wayne filed

26 July 28, 1994 in Scientology v.

27 Armstrong, LASC No. BC 052395 (now

28 Marin SC No. 157680).

EXHIBIT 1(J)(M): "Why Thetans Mock Up," Scientology

1 Bulletin by L. Ron Hubbard dated
2 October 1, 1969.

3 EXHIBIT 1(J) (N): Excerpt, article "5 Who Share the
4 Legacy of Rev. King," San Francisco
5 Chronicle, January 16, 1995.

6
7 VOLUME VII

8
9 EXHIBIT 1(K): Declaration of Garry L. Scarff, executed
10 February 11, 1993 and filed herein in opposition to
11 order to show cause re contempt.

12 EXHIBIT 1(L): Scientology publication entitled
13 ""FACTNet" - Perversions, Criminality and Lies."

14 EXHIBIT 1(M): Scientology publication entitled
15 ""FACTNet" Still Off the Rails."

16 EXHIBIT 1(N): Letter from Michael Rinder, Church of
17 Scientology International executive and director of
18 plaintiff herein, to Mirror Group Newspapers in London,
19 United Kingdom dated May 9, 1994.

20 EXHIBIT 1(O): Set of Bates-stamped Scientology
21 publications, known as "dead agent documents" concerning
22 Gerald Armstrong and Judge Paul G. Breckenridge, Jr.,
23 produced by Scientology herein, and authenticated by
24 Scientology representative Lynn R. Farny.

25 EXHIBIT 1(P): Declaration of David Miscavige, executed
26 February 8, 1994 and filed in Scientology v. Steven
27 Fishman, supra.

28 EXHIBIT 1(Q): Article "Catch a Rising Star," by John H.
Richardson in Premiere, September, 1993.

1 EXHIBIT 1(R): Letter from Gerald Armstrong to Lawrence
2 Wollersheim dated January 21, 1994 resigning as
3 director.

4 EXHIBIT 1(S): Ex parte application to continue hearing
5 on motions for summary adjudication and declaration
6 thereto executed April 7, 1995, and denied by Judge Gary
7 W. Thomas.

8 EXHIBIT 1(T): Scientology press release from Nancy
9 O'Meara and Andrew H. Wilson regarding January 27, 1995
10 ruling by Judge Gary W. Thomas granting summary
11 adjudication.

12 EXHIBIT 1(U): Letter from Church of Scientology
13 International President Heber Jentzsch to E! Television
14 dated August 5, 1993.

15 EXHIBIT 1(V): Letter from Ford Greene to Laurie
16 Bartilson dated February 19, 1992.

17 EXHIBIT 1(W): Letter from Ford Greene to Laurie
18 Bartilson dated February 24, 1992.

19 EXHIBIT 1(X): Letter from Laurie Bartilson to Ford
20 Greene dated March 2, 1992.

21 EXHIBIT 1(Y): Partial transcript of proceedings,
22 December 23, 1991, in Scientology v. Armstrong, Los
23 Angeles Superior Court No. C 420153.

24 EXHIBIT 1(Z): Excerpts from transcript of deposition of
25 Michael Douglas, taken herein August 30 and September 2,
26 1994.

27 EXHIBIT 1(AA): Excerpts from transcript of deposition of
28 Nancy Rodes, taken herein August 30, 1994, and "mutual
release agreement" executed December 5, 1986.

1 EXHIBIT 1(BB): Declaration of Kenneth D. Long in support
2 of plaintiff's reply in support of motion for summary
3 adjudication of the fourth, sixth and eleventh causes of
4 action of plaintiff's second amended complaint, filed
5 herein January 20 1995.

6 EXHIBIT 1(CC): Revised By-Laws of Church of Scientology
7 International.

8
9 VOLUME VIII

10
11 EXHIBIT 2: Declaration of Hana Whitfield in Opposition to
12 Motions for Summary Adjudication of 20th Cause of Action; and
13 13th, 16th, 17th & 19th Causes of Action of Second Amended
14 Complaint, and Authenticating Exhibits, executed April 6, 1995.

15 EXHIBIT 2(A): Declaration of Hana Whitfield executed March
16 8, 1994, and filed in Fishman, supra.

17 EXHIBIT 2(B): "Routine 3 Heaven" Scientology Bulletin by L.
18 Ron Hubbard dated May 11, 1963.

19 EXHIBIT 2(C): "Resistive Cases Former Therapy" Scientology
20 Bulletin by L. Ron Hubbard dated September 23, 1968.

21 EXHIBIT 3: Declaration of Dennis Erlich in Opposition to
22 Motions for Summary Adjudication of 20th Cause of Action; and
23 13th, 16th, 17th & 19th Causes of Action of Second Amended
24 Complaint, and Authenticating Exhibits, executed April 6, 1995.

25 EXHIBIT 3(A): "Routine 3 Heaven" Scientology Bulletin by L.
26 Ron Hubbard dated May 11, 1963.

27 EXHIBIT 3(B): "Resistive Cases Former Therapy" Scientology
28 Bulletin by L. Ron Hubbard dated September 23, 1968.

EXHIBIT 4: Declaration of Margery Wakefield in Opposition to

1 Motions for Summary Adjudication of 20th Cause of Action; and
2 13th, 16th, 17th & 19th Causes of Action of Second Amended
3 Complaint, and Authenticating Exhibits, executed April 7, 1995.

4 EXHIBIT 4(A): Paper, "What Christians Need to Know About
5 Scientology" by Margery Wakefield.

6 EXHIBIT 4(B): Scientology's Motion for Order to Show Cause
7 Why Plaintiff Should Not Be Held in Criminal Contempt, filed
8 February, 1993 in Wakefield v. Scientology, US District Court
9 for the Middle District of Florida, Case no. 82-1313-Civ-T-10

10 EXHIBIT 5: Declaration of Keith Scott in Opposition to Motions
11 for Summary Adjudication of 20th Cause of Action; and 13th, 16th,
12 17th & 19th Causes of Action of Second Amended Complaint, executed
13 April 5, 1995.

14 EXHIBIT 5(A): "Routine 3 Heaven" Scientology Bulletin by L.
15 Ron Hubbard dated May 11, 1963.

16 EXHIBIT 5(B): "Resistive Cases Former Therapy" Scientology
17 Bulletin by L. Ron Hubbard dated September 23, 1968.

18 EXHIBIT 6: Declaration of Malcolm Nothling in Opposition to
19 Motions for Summary Adjudication of 20th Cause of Action; and
20 13th, 16th, 17th & 19th Causes of Action of Second Amended
21 Complaint, and Authenticating Exhibits, executed April 2, 1995.

22 EXHIBIT 6(A): Affidavit of Malcolm Claude Nothling executed
23 November 11, 1992.

24 EXHIBIT 6(B): "Creed" of Church of Scientology.

25 EXHIBIT 7: Declaration of Jonathan Atack in Opposition to
26 Motions for Summary Adjudication of 20th Cause of Action; and
27 13th, 16th, 17th & 19th Causes of Action of Second Amended
28 Complaint, and Authenticating Exhibits, executed April 9, 1995.

EXHIBIT 7(A): Booklet "Total Freedom Trap: Scientology,

1 Dianetics and L. Ron Hubbard, by Jon Atack, Theta
2 Communications, Ltd., 1992.

3 EXHIBIT 7(B): Scientology Booklet "Anatomy of a
4 Propagandist" Theta Communications International, undated.

5 EXHIBIT 8: Declaration of Nancy McLean in Opposition to
6 Motions for Summary Adjudication of 20th Cause of Action; and
7 13th, 16th, 17th & 19th Causes of Action of Second Amended
8 Complaint, and Authenticating Exhibits, executed April 5, 1995.

9 EXHIBIT 8(A): Opinion of Eleventh Circuit Court of Appeals
10 in McLean v. Scientology, Case no. 89-3505, dated September
11 17, 1991

12
13 VOLUME IX
14

15 EXHIBIT 9: Declaration of Lawrence Wollersheim in Opposition
16 to Motions for Summary Adjudication of 20th Cause of Action; and
17 13th, 16th, 17th & 19th Causes of Action of Second Amended
18 Complaint, and Authenticating Exhibits, executed April 7, 1995.
19 (Original was filed herein April 10, 1995)

20 EXHIBIT 9(A): Publication "FACTNet's Mission," by FACTNet,
21 Inc. (Fight Against Corecive Tactics, Network, Incorporated).

22 EXHIBIT 9(B): FACTNet Research Publication "Scientology's
23 Policies Toward Its Adversaries."

24 EXHIBIT 10: Second Declaration of Gerald Armstrong in
25 Opposition to Motion for Summary Adjudication of 13th, 16th, 17th
26 & 19th Causes of Action of Second Amended Complaint, executed
27 September 9, 1995.

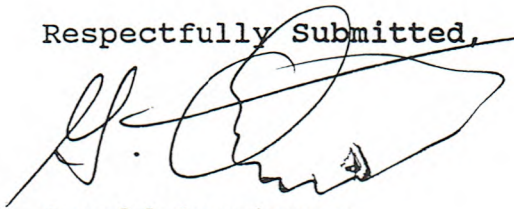
28 EXHIBIT 10(A): Videotape taken by Eugene Ingram of Gerald
Armstrong at November, 1992 Cult Awareness

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Convention, produced by Scientology herein
(lodged separately).

DATED: September 15, 1995

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gerald Armstrong', is written over the typed name. The signature is somewhat stylized and includes a large loop at the end.

Gerald Armstrong

1 Gerald Armstrong
715 Sir Francis Drake Boulevard
2 San Anselmo, CA 94960
(415)456-8450
3 In Propria Persona

4
5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 FOR THE COUNTY OF MARIN

7 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680
a California not-for-profit)
8 religious corporation,)
9 Plaintiff,)
10 vs.)
11 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION)
12 a California for-profit)
corporation; DOES 1 through 100,)
13 inclusive,)
14 Defendants.)
15)
16)
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DECLARATION OF
GERALD ARMSTRONG
IN OPPOSITION TO
MOTIONS FOR SUMMARY
ADJUDICATION OF 20TH
CAUSE OF ACTION; AND
13TH, 16TH, 17TH &
19TH CAUSES OF ACTION
OF SECOND AMENDED
COMPLAINT

Date: 9/29/95/95
Time: 9:00 a.m.
Dept: One
Trial Date: Not Set

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness.

2. I am a Christian.

3. My life, in every moment and breath, is God's and in His Hands. I have been saved from eternal separation and hell to become a son of God by His Grace alone, and drawn by Him to trust and follow His Son Jesus Christ as my Lord and Savior. I have been filled with God's Holy Spirit, and given by Him all peace, wisdom and love. I have been saved for God's Purposes to His

1 Glory. I believe that His Purpose for me and all the world is
2 salvation. I believe that the only difference of any meaning at
3 any time between me and anyone else on this earth is this belief
4 in God's Plan for salvation.

5 4. As a Christian and as a son of God I have been led and
6 will be led into all of my life's situations and to all of the
7 people I have encountered and will encounter for His Purposes
8 alone. I believe that from God come all things, including the
9 trust in Him, the willingness to believe on Him, free will; peace,
10 wisdom and love.

11 5. I was raised as a "Christian" in the Anglican Church in
12 Chilliwack, B.C., Canada, and I retained some of the Christian
13 learning of my youth through my Scientology years. I was in
14 Scientology from the age of 22 to the age of 35. When I first got
15 into Scientology it professed, as it does with every new person,
16 to be completely compatible with Christianity. It claimed to be a
17 science, and its promises "demonstrably true." It claimed that it
18 and its promises were the product of the scientific research of L.
19 Ron Hubbard, Scientology's founder and leader, who also claimed to
20 be an engineer and a nuclear physicist. Hubbard claimed that his
21 techniques, procedures, end results and products had been
22 subjected to the "rigors of the scientific method." Scientology
23 also claimed to be "religion in the oldest meaning of the word,"
24 and "pan-denominational," accepting people of all religions and
25 beliefs, but itself not requiring belief to deliver on its
26 promises. In those days Scientology published a booklet called
27 "Scientology and the Bible," in which Biblical quotations were
28 compared as similar in meaning to quotations from Hubbard's works.

6. Throughout my Scientology years I put my faith in

1 Hubbard, and in his philosophy, mental "science" and
2 organizational policies. Through God's Grace and Wisdom I came to
3 see that this was a misplaced faith. I came to see that despite
4 that misplaced faith, God never deserted me, that He was with me
5 and keeping me safe every moment, just as He is now. Throughout
6 my Scientology years, through abuse, danger, and betrayal, He kept
7 my heart from being hardened beyond salvation.

8 7. God kept me from being completely taken over by
9 Scientology through all the years of indoctrination, mind control,
10 "ethics," threat and punishment; and through the more than a
11 thousand hours of mental processing, what Scientology calls
12 "auditing." When Hubbard assigned me twice to the Rehabilitation
13 Project Force (RPF), Scientology's prison, for a total of twenty-
14 five months, when he had his messengers order my wife Terri to
15 leave me, when I was ordered security checked for questioning
16 Hubbard's truthfulness, God brought me through safely, made me
17 stronger and wiser, and kept my heart from hardening. I now know
18 that I was so deeply involved with Scientology, so devoted to an
19 ungodly man and his ungodly teaching, only God's Own leading me,
20 through His mysterious way, could have saved me. He led me into
21 the Hubbard archive and biography project, brought me to study the
22 man's secret papers and document his duplicity, and freed my faith
23 from Scientology, on which it had been misplaced.

24 8. I now see that Scientology is the clever human invention
25 of a clever human who took his human cleverness as far as it would
26 go for his own glorification. I believe that God used me, an
27 unsaved man, an uneducated, unrefined and very imperfect vessel,
28 to accomplish part of His Plan for Scientology, Scientologists and
salvation. I can see how it took someone with a God-given

1 history, character and skills such as He gave me to bring out of
2 Scientology, to the light, and to the minds and hearts of all
3 those whom God sent to listen, a testimony of the character of
4 Scientology's product and "source." I believe that God continues
5 to use me to reflect the unworthiness and bankruptcy of Hubbard's
6 attempt to create his own salvation plan, against the
7 infallibility and peaceful grandeur of God's Plan.

8 9. In my post-Scientology period, when first in the outside
9 world, confused and afraid, God took me in His Hands for
10 particular care and teaching. When Scientology's leaders sent
11 hired private investigators to spy on me and my wife, and
12 essentially to terrorize us, God kept me, in spite of my fear and
13 desperation, emotionally intact. God used Scientology's
14 "Suppressive Person Declares," which, when I heard of and read
15 gave me the shakes, to make me stronger and to bring the ungodly
16 practice of "declaring" people, and targeting them as "fair game,"
17 to light. He allowed Scientology to sue me so that its abuse of
18 His children, the pathology of its "religious leader," and the
19 baseness of its "theology" would be brought to light through my
20 1984 trial and the resulting "Breckenridge decision." When
21 Scientology's leaders still resisted God's chastening, He caused
22 the 1991 published opinion Scientology v. Gerald Armstrong, 283
23 Cal.Rptr. 917.

24 10. At the first hearing in my case in 1982, God somehow put
25 into my hands a tiny tract of Bible quotes which I held and put my
26 heart on as fear gripped at me. I've lost it since; it was about
27 two inches square, and yellow colored, my first post-Scientology
28 reach for God's Word. Throughout the 1984 trial, where I was on
the stand for about ten days, I depended on the Twenty-third Psalm

1 to calm my mind and heart. Between questions, over and over, "The
2 Lord is my shepherd; I shall not want....Yea, though I walk
3 through the valley of the shadow of death, I will fear no evil:
4 for Thou art with me..."

5 11. God allowed Scientology's leaders to "cull" my "preclear
6 folders." They took out of my supposedly confidential counseling
7 files embarrassing or unsavory incidents from my past, and then
8 divulged them in court and elsewhere, so that light would be shone
9 on this terrible practice. God allowed these leaders to
10 disseminate invented disgraceful incidents, as if I had
11 "confessed" them during "auditing." God allowed me to humiliated
12 and my heart to be broken over and over by the cruel acts directed
13 by Scientology's leaders.

14 12. God allowed me to be terrorized, my car broken into, my
15 drawings and writings to be stolen, other writings and ideas of
16 mine perverted and held up to ridicule. He allowed Scientology's
17 leaders to become intoxicated by their own lies so that they would
18 try time after time to have me jailed on their false and
19 manufactured criminal charges. He allowed their self-deception,
20 so that they concocted a perverse intelligence scheme to entrap me
21 in a crime and have me prosecuted. He allowed Scientology's
22 leaders to put their faith in a base private investigator, Eugene
23 Ingram, whom they would use to illegally videotape me, and who
24 threatened to put a bullet between my eyes. God allowed the heart
25 of an Los Angeles Police Department Officer, Philip Rodriguez, to
26 be tempted by greed, and paid for a false authorization to
27 Scientology to illegally videotape me. He allowed my friend Dan
28 Sherman to use our friendship to betray me, to lead me with kind
words into danger, to set me up, to trick from me my thoughts and

1 writings, and to break my heart.

2 13. God allowed my own judgment to be clouded so that I
3 would continue to walk unheeding into Scientology's intelligence
4 scheme. In my childhood He gave me a desire to help the needy and
5 the oppressed. He let Scientology's leaders divine and fix upon
6 this God-given desire, and then manipulate the desire for their
7 own purposes. It was during this period, when I sensed that I
8 indeed might be walking into a trap, that I sensed God's close
9 Presence, began to understand guidance, hoped and believed that I
10 was being guided, and chose in the face of danger to keep going
11 forward into whatever God unfolded. He allowed me to curse and to
12 say things in ignorance or anger while being secretly recorded and
13 videotaped, so that Scientology's leaders would be deluded into
14 thinking these words would destroy me. In their delusion and rush
15 to expose and destroy me, their trap, criminality and malevolent
16 purposes were themselves exposed. Asking nothing more than my
17 small willingness to go forward in faith, God brought me safely,
18 albeit shamed and shaken, through all of Scientology's schemes,
19 snares and temptations.

20 14. God allowed Scientology's leaders to also attack my
21 attorney Michael Flynn, my good friend, benefactor and champion in
22 the legal battle. God allowed Scientology to sue him some fifteen
23 times, to threaten him, his family and career, to frame him with
24 forgery, to pay known criminals to bear false witness against him,
25 and, according to him, to attempt his assassination. God allowed
26 Scientology's leaders to think they could destroy Flynn with their
27 "black propaganda," "dead agent" packs, "noisy investigations,"
28 and the compromise and turning of other clients. Scientology
worked for seven years to achieve this destruction. God brought

1 me to Flynn, and him to me, and brought us to fight alongside each
2 other in a legal and spiritual battle against the threat and evil
3 of Hubbard and his organization from 1982 through 1986. In 1985
4 through 1986 I worked in his office in Boston. I depended on
5 Flynn in those days. I loved him as if he were a big brother, and
6 I tried in my role and capacity to help him and support him as a
7 younger brother should.

8 15. I lived my own life as well, away from the Scientology
9 battle, during those years, being brought ever closer to God.
10 When I was alone, at times in terrible fear, He kept me safe, and
11 allowed my heart to break, over and over. I believe He spoke to
12 me, and that at times, as early as 1983, I wrote His Words to me
13 under His guidance in what seemed to be dialogues. He gave me the
14 idea for the true protection of His Children in this world, and
15 moved me in 1986 to found a church, based on this concept. The
16 Church, which is free to everyone, including Scientologists, has a
17 belief, a corollary, and the obvious. The belief, out of Jesus's
18 teachings (See, e.g. Matthew 18:20) is that when members of the
19 Church are together, God is present. The corollary is that
20 whatever is said or done when members of the Church are together
21 is sacred. The obvious is that it is always thus. Scientology's
22 lawyers attack my Church but it remains and lives under God's Will
23 for His Glory.

24 16. With Scientology facing tremendous exposure and
25 liability in my cross-complaint for years of outrageous fair game
26 attacks, and having just suffered a \$30,000,000 verdict in the
27 case of Lawrence Wollersheim v. Scientology, Los Angeles Superior
28 Court No. C 332027, God, almost incomprehensibly, then allowed
Flynn to lose heart. Flynn "negotiated" a deal with Scientology

1 which involved getting his clients to agree to the organization's
2 demanded contractual condition of silence about their
3 "experiences," while not demanding the same protection for his
4 clients. Many of these clients had been the target of
5 Scientology's "black propaganda" campaigns. He also agreed to get
6 his clients to agree to a "liquidated damages" penalty of \$50,000
7 per comment about their experiences. Flynn did this while
8 believing, and having ample experience to justify believing, that
9 the settlement agreements were evil, as was the entity which was
10 insisting on the "agreements" being signed as a condition of
11 settlement. Flynn knew Scientology's word was not to be trusted,
12 yet he conveyed and gave support to Scientology's "promise" that
13 it was going to discontinue fair game.

14 17. God allowed Scientology to harass, threaten and
15 compromise Flynn, and allowed Flynn to be persecuted and
16 compromised, for His Purpose to His Own Glory. After flying me
17 from Boston to Los Angeles in December, 1986, Flynn presented the
18 settlement documents to me for the first time. Upon reading the
19 conditions in the "agreement," I was, as I've stated many times
20 since, heartsick. I protested that it was impossible to live by
21 Scientology's conditions, and that the "liquidated damages"
22 penalty of \$50,000 each time I might speak to anyone about my then
23 seventeen years of experiences, was madness. And then God allowed
24 Flynn to say the words, from his fear and desperation, but
25 ultimately from truth, "Gerry, it's not worth the paper it's
26 printed on. It's unenforceable. You can't contract away your
27 Constitutional rights." God allowed Flynn to point out to me my
28 release of Scientology and my dismissal of my lawsuit, and allowed
him to say, "That's what they're paying you for."

1 18. Flynn conveyed to me a picture of all who depended on me
2 to sign the evil documents to get them "free" from Scientology's
3 threat. He said that Scientology had promised to cease all "fair
4 game" actions, to cease the attacks on all the settling
5 individuals, and on every one else. He said that Scientology
6 wanted the opportunity, which, he said, the settlement would give
7 them, to prove that they had turned over a new leaf, and had
8 ceased fair game. He said that he had to get out of the fight,
9 that he had done enough, that he had paid his dues, that
10 Scientology had ruined his marriage, his wife's health and his
11 life. He said that if I didn't sign all I would get would be more
12 of the same attacks, threat and misery. He said that I had to get
13 on with my life, that I too had to get out of the litigation, get
14 away from Scientology's threat, and that everyone had to get out
15 of it, out of the madness of this battle with evil.

16 19. God made me aware of His Spirit at that moment, when I
17 was alone, rejected from Mike Flynn's heart, and yelled at by
18 another "client" as a "deal breaker," simply for caring. God
19 showed me a glimpse of the future at that moment; that I might be
20 left alone, that I might be persecuted, but that I should not
21 fear; and that I should at that time give everyone involved what
22 they wanted, what they thought they needed to be free. So,
23 because of Flynn's promise of the agreement's unenforceability, my
24 desire to end the threat if possible for everyone, Scientology's
25 promise to end fair game, and God's Assurance, I did sign.

26 20. After the "settlement," God gave me a time of some quiet
27 and joy to write, draw, get strong after years of deteriorating
28 health, to hang out with friends, and to be drawn ever closer to
Him. In 1987 He chose me and came to me in the undeniable

1 Physical Substance of His Love, and gave me a greater view of my
2 future role in His Plan. In 1988 He brought me to offer my life
3 in exchange for the captives then held in Lebanon. He schooled me
4 in the understanding of His Nature and set me on the path to
5 become by 1989 one of His Teachers. Also in 1989 He gave me an
6 understanding of the valuelessness of money, and a glimpse of His
7 solution for the grinding cruelty of the world's economic system.
8 He brought to me a glory of four-leaf clovers. He showed me that
9 through my life He could bring to the world the mathematical proof
10 of His guidance. He moved me to run like the wind, and to pick up
11 the world's trash, all for His Glory.

12 21. During the post-settlement years, God also allowed the
13 hearts of Scientology's leaders to grow ever harder and to
14 manifest in attack after attack on my character and credibility.
15 It became clear, and saddened me greatly, that these leaders had
16 not stopped "fair game," but were using the cessation of the
17 litigation by Flynn and his clients as an opportunity to continue
18 their antisocial practices unchecked. They published their own
19 false versions of my history, delivered their "black propaganda"
20 packs on me to the press, which included documents Scientology
21 itself had insisted be sealed in my case and in other cases. They
22 used Gene Ingram in their attacks, disseminating to the press an
23 edited version of his illegal videotape, which had also been
24 sealed in my case. They filed false affidavits attacking me in
25 civil cases and in their litigation with the IRS. Scientology's
26 lawyers threatened through Mike Flynn, that if I responded to the
27 attacks, or even talked to any of the opposing attorneys in a case
28 in which Scientology filed its false affidavits about me, they
would consider my talking a breach of the "agreement," and would

1 sue me.

2 22. God allowed my heart to be broken by each attack and the
3 daily knowledge that Scientology had not ceased fair game, yet He
4 kept me from responding with anything other than sadness for
5 almost three years. Then, in the fall of 1989, I was served with
6 a deposition subpoena by the attorney for Bent Corydon in the case
7 of Corydon v. Scientology, Los Angeles Superior Court No. C694401.
8 Following this I received a series of calls from Scientology
9 attorney Lawrence Heller who threatened that, even pursuant to
10 Corydon's subpoena, if I testified about my knowledge of Hubbard
11 and Scientology I would be sued. I was deeply troubled by
12 Heller's threats, the idea of succumbing to those threats, and the
13 injustice and evil the settlement agreements had spawned. God
14 brought me at that time to a determination to do what I could to
15 bring to light and correct that injustice and evil. When I began
16 to research my rights, responsibilities and how to proceed, I
17 learned that through the intervening five years Scientology had
18 been able to maintain an appeal, Scientology v. Armstrong, No.
19 B025920, from the 1984 Breckenridge decision, and my first actions
20 concerned that appeal.

21 23. Much of my history and legal involvement with
22 Scientology from that point is told in the declarations and other
23 documents appended hereto. Exhibit A is a true and correct copy
24 of a declaration I executed March 15, 1990 and filed in the
25 B025920 appeal and a consolidated appeal, No. B038975, along with
26 true and correct copies of certain exhibits which were appended to
27 the original declaration.

28 24. Exhibit B hereto is a true and correct copy of a
declaration I executed December 25, 1990 and filed in

1 Scientology's appeals, along with true and correct copies of
2 certain exhibits which were appended to the original declaration.
3 25. Exhibit C hereto is a true and correct copy a Court of
4 Appeal published opinion affirming the Breckenridge decision.
5 Scientology v. Armstrong, 283 Cal. Rptr. 917 (Cal. Ap. 2nd Dist.
6 1991). Exhibit D hereto is a true and correct copy of
7 Scientology's motion to seal record on appeal in Appeal Nos.
8 B025920 and B038975, supporting declaration. Exhibit E hereto is a
9 true and correct copy of my opposition to the motion to seal
10 record on appeal, supporting declaration, and exhibits thereto.
11 Exhibit F hereto is a true and correct copy ofrder of the Court of
12 Appeal dated December 5, 1991 denying the motion to seal record.
13 26. Exhibit G hereto is a true and correct copy of a
14 declaration I executed March 16, 1992 and filed in the instant
15 case (which then had Marin Superior Court No. 152229), along with
16 true and correct copies of certain exhibits which were appended to
17 the original declaration.
18 27. Exhibit H hereto is a true and correct copy of a
19 declaration and literary work, entitled "I Declare," I executed
20 January 13, 1994, along with certain exhibits thereto. I wrote "I
21 Declare" for filing in a lawsuit Scientology brought against me in
22 1993, in which it charged that my giving away my worldly assets
23 and forgiving debts owed me in 1990 were "fraudulent conveyances."
24 The organization asserts that my renunciation was to avoid the
25 claims it raised in another lawsuit it brought in 1992 for
26 liquidated damages stemming from what it alleges are breaches by
27 me in 1991 of its 1986 settlement agreement. My renunciation had
28 nothing to do with Scientology, but was the result of my asking
God in prayer for guidance at the time of, and precipitated by,

1 the Middle East crisis which built into Desert Storm, and the
2 trouble I felt about the world situation, the general state of
3 mankind, and what God wanted me to do.

4 28. The answer, which I truly believe is God's, was to give
5 my things away, take only what I needed, and then, under His
6 guidance, to go wherever my help was asked for. That is what I
7 did and how I have tried to live my life ever since. My life has
8 been forever changed from that decision and from following that
9 guidance. I had no idea where I would be led or what I would do,
10 other than to try to discern and do God's Will. I know I have not
11 always discerned correctly, and I know that I still have an old
12 willful nature. I also know that God has drawn me steadily,
13 through joyful times, and through difficult, threatening and
14 tearful times, closer and closer to Him, and that He has given me
15 a new nature which is Christ's.

16 29. As God would have it, some of the people who were led to
17 me and asked for my help following my 1990 decision to go where He
18 led me were those who had been fair game's victims in the post-
19 global settlement period. In June, 1991, a South African man,
20 Malcolm Nothling, who had been defamed and defrauded by the
21 organization, called for my help. In July, 1991, Joseph Yanny, a
22 former attorney for Scientology, who had become its fair game
23 target and was attempting to assist other Scientology victims,
24 Richard and Vicki Aznaran, asked me to help. In the Aznaran's
25 case, the effect of the settlement agreements on their ability to
26 obtain counsel and on their ability to oppose Scientology's
27 efforts to deny them due process became relevant. In August,
28 1991, God led me to Ford Greene, one of the few surviving
attorneys willing to take cases on behalf of Scientology's

1 victims. Ford also asked for my help. All of this history is
2 covered in detail in "I Declare."

3 30. Seizing on my responses to the requests for help from
4 people God had sent to me, Scientology's leaders have, since 1991,
5 carried out a withering litigation campaign to silence and destroy
6 me through judicial enforcement of the settlement agreement.
7 Throughout the litigation and until recently I was defended by
8 Ford Greene, for whom I, also until recently, worked as his sole
9 office assistant, and who became through the years my good friend.
10 Scientology first brought a motion to enforce in the original
11 case, Scientology v. Armstrong, Los Angeles Superior Court No. C
12 420153, which was denied. They then filed a lawsuit for breach of
13 contract, Scientology v. Armstrong, Marin Superior Court No.
14 152229, which was transferred to Los Angeles Superior Court and
15 given number BC 052395. They obtained a partial injunction in
16 that case in May, 1992, which I appealed. The appeal, Scientology
17 v. Armstrong, Cal. Ap. 2nd Dist. No. B 069450, stayed proceedings
18 in BC 052395 from March, 1993 through May, 1994. During the stay
19 Scientology filed two more lawsuits against me, Los Angeles
20 Superior Court No. BC 084642, and Marin Superior Court No. 157680,
21 the "fraudulent conveyance" action for which I wrote "I Declare."
22 Scientology also tried repeatedly to have me found in contempt of
23 court and jailed for alleged violations of the partial injunction,
24 some of which "violations" Scientology's own personnel
25 manufactured. This period was threatening and difficult, but I
26 was buoyed by the hope that some court would see through
27 Scientology's lies and attacks, and a certainty was developing in
28 me that God's Will in His good time would triumph.

31. What I saw and see as an unconscionable unfairness has

1 perplexed me throughout this litigation. Scientology claims that
2 by the "agreement" they can say whatever they want about me, and
3 that I cannot respond in any way. Such a concept is un-American
4 and patently unfair. If I had known that this is the meaning of
5 the settlement agreement, and that any court could possibly
6 consider that this is its meaning; that Scientology is free to
7 attack me or anyone else, that it was going to be fair game as
8 usual, but without my being legally able to respond or defend
9 myself or anyone else, I would never, for all the money in the
10 world, have signed that terrible document. The whole set of
11 "settlement agreements," which are commonly known as the "Flynn
12 agreements," are unfair to anyone who litigates either as a
13 defendant or plaintiff against Scientology, since these agreements
14 remove knowledgeable witnesses from the legal arena and drive up
15 litigation costs. The "agreements" are also unfair to the public
16 because they allow Scientology's leaders to rewrite history, lie
17 about judicially credited information, attack the sources of that
18 information without response, and convey the idea that it is
19 futile to speak the truth or oppose their tyranny. These
20 "agreements" obstruct justice. There is also a tragic unfairness
21 worked on all those people trapped inside Scientology and abused
22 by the organization because the agreements abet the denial of
23 accurate information to those Scientologists and convey a sense of
24 hopelessness to any who might begin to break free and might be
25 contemplating seeking redress for that abuse. These unfairnesses
26 have been a major factor in my continuing in the litigation,
27 despite the threat and difficulty, in the hope that some court
28 will adjudge the agreements illegal. If such unfairnesses are
ultimately ruled fair, it will be unfair to anyone who looks to

1 our justice system for justice; and the justice system will become
2 fair game to those who seek injustice.

3 32. There is another unfairness crafted by Scientology's
4 lawyers in connection with the attacks on me which is particularly
5 troubling. Throughout the litigation I have written and spoken to
6 Mike Flynn dozens of times asking him to come forward and provide
7 a declaration concerning the circumstances at the time of the
8 settlement, the duress Scientology subjected him to, the duress
9 his other clients were subjected to, the picture of this duress
10 that he conveyed to me, and Scientology's promise to cease fair
11 game. I have asked him dozens of times to confirm in a
12 declaration the representations he made to me about the
13 unenforceability of the liquidated damages penalty, that it was
14 "not worth the paper it's printed on," that my release of
15 Scientology was only to the date of the signing of the agreement,
16 that my responses to its post-settlement attacks were not breaches
17 of the agreement, and that Scientology obtained his willingness to
18 have his clients and himself sign the "agreements" by fraud, as
19 evidenced by the fact that fair game continued as before. Flynn
20 has said throughout this litigation, however, that he signed an
21 agreement like the one he had me sign, and he is afraid that
22 Scientology will sue him, as it has me, and again make his life
23 hell if he helps me. Ford requested Scientology to release Flynn,
24 as a percipient witness, from the "contract" by which they prevent
25 his assisting me, but Scientology has refused. Flynn continues to
26 say that the agreement is evil, and the Scientology organization
27 is evil, but that the courts of this country cannot deal with
28 Scientology. He says that although he is saddened by my plight
and wants to help me in my case he cannot and will not. This

1 unwillingness by Flynn to come forward and tell the truth, which,
2 if he did, I believe would bring any judge on the case to rule the
3 settlement agreement illegal and end the litigation, has many
4 times through these years greatly disheartened me. Nevertheless,
5 I now see that even this aspect of this spiritual war is in God's
6 Hands and He is using it to His Glory.

7 33. Since the beginning of 1994 when I wrote "I Declare,"
8 Scientology has continued without relent to press its litigation
9 assault on me. On May 16, 1994, the Court of Appeal denied my
10 appeal, ruling that the partial injunction was not an abuse of the
11 Judge's discretion, and declining to address the legality or
12 illegality of the underlying settlement contract. On July 28,
13 1994, after an evidentiary hearing, Los Angeles Superior Court
14 Judge Diane Wayne dismissed all of the contempt charges against
15 me. In August, 1994, Ford brought a summary adjudication motion
16 on my behalf in the fraudulent conveyance action, based in part on
17 a religious defense, since the idea of conveying my worldly assets
18 was God's answer to my prayer to Him, and the acts which flowed
19 from that idea were, although unrelated to Scientology,
20 religiously motivated. Exhibit I is a true and correct copy of a
21 declaration I executed August 12, 1994 and filed in support of
22 this summary adjudication motion, along with true and correct
23 copies of certain exhibits which were appended to the original
24 declaration. Judge Thomas, in denying my motion ruled that "the
25 religious beliefs of the parties are irrelevant in determining the
26 issues in this action."

27 34. In the fall of 1994, the three cases Scientology had
28 pending against me were, on the organization's request,
consolidated in Marin County and given one number, 157680.

1 Scientology brought a motion seeking summary adjudication of three
2 causes of action, two for providing declarations in cases against
3 the organization, and one for talking to the media. Ford filed an
4 opposition to the motion based on the organization's subjecting me
5 to duress through Mike Flynn to get me to sign its settlement
6 agreement, the invalidity of the liquidated damages provision, and
7 on the "absolute" litigant's privilege. On January 27, 1995 Judge
8 Thomas granted summary adjudication as to two of the three causes
9 of action, ruling, among other things and amazingly, that I had
10 "fail[ed] to raise a triable issue as to whether the liquidated
11 damaged provision is invalid," and that I had "not raised a
12 triable issue regarding duress."

13 35. In early January, for reasons known to us and God, my
14 attorney and friend Ford Greene also lost heart. It had been
15 coming to me through the years that this litigation, although set
16 in a context of secular laws and courts, really concerned deep
17 religious issues. After Ford filed our opposition to
18 Scientology's summary adjudication motion, therefore, I prepared
19 and filed, unfortunately six days late, a declaration and exhibits
20 which addressed the religious issues as I then saw them. A true
21 and correct copy of this declaration and the exhibits thereto are
22 appended hereto as Exhibit J. Judge Thomas struck my declaration
23 for late filing and assessed \$700.00 in sanctions against me.

24 36. On February 23 Ford substituted out of my case.

25 37. On February 27 I received Scientology's motion for
26 summary adjudication of its twentieth cause of action.
27 Scientology seeks by this motion a permanent injunction, which
28 would be much broader than the preliminary injunction now in
place, and which would prohibit me from, inter alia, "discussing

1 with anyone, not a member of [my] immediate family or [my]
2 attorney, Scientology, the Church [etc.];" "acquiring ... any ...
3 writings, recordings, documents, or books of any kind, which
4 discuss or concern Scientology, the Church [etc.];" and would
5 require that I "[r]emove all information concerning Scientology,
6 the Church [etc.]... within the possession, custody or control of
7 FACTNet;" and "[r]eturn to the Church any documents [I] now
8 [have]... which discuss or concern Scientology, the Church [etc.],
9 other than documents which have been filed in this litigation."

10 38. On March 10 I applied for an extension of two weeks to
11 be able to oppose this motion which Judge Thomas granted. On
12 March 17 Scientology served on me another motion for summary
13 adjudication of four causes of action: No. 13, for giving a
14 videotaped interview concerning my Scientology experiences; No.
15 16, for talking to a Newsweek reporter about Scientology's efforts
16 to get its materials into the public school system; No. 17, for an
17 interview on E! Television; and, No. 19, for providing
18 declarations which discuss my Scientology experiences for filing
19 in the case of Scientology v. Steven Fishman, et al., U.S.
20 District Court for the Central District of California, Case No.
21 91-6426 HLH (Tx).

22 39. Because I had been ill, lacked the necessary equipment
23 and funds, lacked real attorney knowledge and skills, and was
24 utterly unable to prepare the oppositions, on March 29 I again
25 applied to Judge Thomas for more time. He gave me one week. On
26 April 7, facing the same situation and problems, I again applied
27 for more time, and also requested an order that Scientology free
28 Mike Flynn from the contract which prevented him from providing me
a declaration regarding the circumstances at the time of the

1 global settlement, and Judge Thomas denied my application. I was
2 unable to complete my oppositions, even within the time I
3 requested, I am now late, and at the mercy of the Court and
4 Scientology. Nevertheless, I proceed.

5 40. Appended hereto as Exhibit K through DD are true and
6 correct copies of the following documents:

7 K. Declaration of Garry L. Scarff, executed
8 February 11, 1993 and filed herein in opposition to
9 order to show cause re contempt;

10 L. Scientology publication entitled "'FACTNet" -
11 Perversions, Criminality and Lies;"

12 M. Scientology publication entitled "'FACTNet"
13 Still Off the Rails;"

14 N. Letter from Michael Rinder, Church of
15 Scientology International executive and director of
16 plaintiff herein, to Mirror Group Newspapers in London,
17 United Kingdom;

18 O. Set of Bates-stamped Scientology publications,
19 known as "dead agent documents" concerning Gerald
20 Armstrong and Judge Paul G. Breckenridge, Jr., produced
21 by Scientology herein, and authenticated by Scientology
22 representative Lynn R. Farny;

23 P. Declaration of David Miscavige, executed
24 February 8, 1994 and filed in Scientology v. Steven
25 Fishman, supra;

26 Q. Article "Catch a Rising Star," by John H.
27 Richardson in Premiere, September, 1993;

28 R. Letter from Gerald Armstrong to Lawrence
Wollersheim dated January 21, 1994 resigning as

1 director;

2 S. Ex parte application to continue hearing on
3 motions for summary adjudication and declaration thereto
4 executed April 7, 1995, and denied by Judge Gary W.

5 Thomas;

6 T. Scientology press release from Nancy O'Meara
7 and Andrew H. Wilson regarding January 27, 1995 ruling
8 by Judge Gary W. Thomas granting summary adjudication;

9 U. Letter from Church of Scientology
10 International President Heber Jentsch to E! Television
11 dated August 5, 1993;

12 V. Letter from Ford Greene to Laurie Bartilson
13 dated February 19, 1992;

14 W. Letter from Ford Greene to Laurie Bartilson
15 dated February 24, 1992;

16 X. Letter from Laurie Bartilson to Ford Greene
17 dated March 2, 1992;

18 Y. Partial transcript of proceedings, December
19 23, 1991, in Scientology v. Armstrong, Los Angeles
20 Superior Court No. C 420153;

21 Z. Excerpts from transcript of deposition of
22 Michael Douglas, taken herein (case no. on face page is
23 incorrect) August 30 and September 2, 1994;

24 AA. Excerpts from transcript of deposition of
25 Nancy Rodes, taken herein August 30, 1994, and "mutual
26 release agreement" executed December 5, 1986;

27 BB. Declaration of Kenneth D. Long in support of
28 plaintiff's reply in support of motion for summary
adjudication of the fourth, sixth and eleventh causes of

1 action of plaintiff's second amended complaint, filed
2 herein January 20 1995;

3 CC. Revised By-Laws of Church of Scientology
4 International.

5 41. In its motions, Scientology labels Vaughn and Stacy
6 Young, Hana Whitfield and Lawrence Wollersheim "anti-
7 Scientologists." They are not anti-Scientologists, but are pro-
8 Scientologist. What they are "anti-" is the leaders of
9 Scientology ordering fair game attacks on them, and on anyone.
10 They are opposed to Scientology's leaders' deceiving
11 Scientologists and subjecting Scientologists to coercive and
12 abusive practices to their detriment. Calling the Youngs, Ms.
13 Whitfield and Mr. Wollersheim "anti-Scientologists" is
14 Scientology's leaders' "black propaganda," pursuant to their "fair
15 game" philosophy.

16 42. Lawrence Wollersheim and I have been friends for over
17 ten years. I know him to be a target of Scientology's fair game
18 for many years, and someone who has been able to successfully
19 stand up to its attacks, and stands up for others, such as myself,
20 who are Scientology's fair game targets. In 1993 he asked me, in
21 large part, I believe, because he also viewed me as both a victim
22 of cult abuse and an advocate for other victims, to be on the
23 board of directors of a cult victims advocacy organization he was
24 forming, which eventually became known as FACTNet, Fight Against
25 Coercive Techniques Network. FACTNet functions as a library and
26 historical preservation archive, collecting, preserving and making
27 available information on groups using dangerous mind control
28 practices. When I agreed to be a director of FACTNet I was not
intending to participate in its operations, and have not ever been

1 involved in its operations. I suggested that my role in FACTNet
2 could be one of strategy, planning and consultation, but even
3 whatever I did in that role was negligible. In January, 1994,
4 Scientology threatened to sue FACTNet and some related groups and
5 individuals because of their association with me. To remove or
6 reduce this threat I resigned my position on FACTNet's board. I
7 have had no official role or involvement in FACTNet since that
8 time. I have no control of FACTNet, and the order that
9 Scientology seeks in this case that I remove all the materials
10 from FACTNet's library and archive which relate to Scientology is
11 impossible. I am a FACTNet library card holder, like many others
12 around the world. I have donated and sent materials to FACTNet
13 for preservation purposes, as everyone with information on
14 dangerous cults' coercive practices and antisocial activities may
15 do. The bulk of what I sent FACTNet concerned Scientology's
16 private investigator Eugene Ingram, his fair game efforts against
17 me, and his effort in 1985 and 1986 to frame Mike Flynn with the
18 forgery of a \$2,000,000 check on an L. Ron Hubbard bank account.
19 Ingram is not named as a beneficiary in the 1986 "settlement
20 agreement." He has participated in Scientology's fair game
21 attacks on me since at least 1984. In 1992 he spread the rumor at
22 the national convention of the Cult Awareness Network ("CAN") that
23 I had AIDs. He has also participated in Scientology's fair game
24 attacks on Wollersheim, and many other people that Scientology's
25 leaders target. Scientology describes the materials I sent to
26 FACTNet as "anti-Scientology." They are not. They tell the truth
27 about some of the Scientology organization's activities and
28 criminal and antisocial practices. As a victim of cult abuse and
as a present target of Scientology's fair game attacks, I use

1 FACTNet's services and facilities to support my defense in the
2 legal arena and as a safeguard against Scientology's extra-legal
3 attacks and threat. FACTNet has assisted me with research, fund-
4 raising, getting my story told, and spiritual understanding.

5 43. In support of my opposition to Scientology's motions for
6 summary adjudication several people, all of them my friends -
7 Lawrence Wollersheim, Hana Whitfield, Dennis Erlich, Margery
8 Wakefield, Keith Scott, Malcolm Nothling, Jonathan Attack and Nan
9 McLean - have come forward and provided declarations. They did
10 this at considerable risk to themselves. Ms. Wakefield and Ms.
11 McLean signed Flynn agreements similar to mine in 1986, and
12 Scientology has attacked them in court proceedings since then
13 based on claimed violations of those agreements. Scientology has
14 pending an effort to have Ms. Wakefield found in contempt of court
15 and jailed for up to 22 years for daring to speak the truth about
16 her experiences and knowledge. Scientology's recent fair game
17 efforts to destroy the reputations of Ms. Whitfield, Mr.
18 Wollersheim and Mr. Attack are shocking. Each one of these people
19 has knowledge of fair game, and each continues to be its target to
20 this day. My former attorney Ford Greene continues to be a fair
21 game target. It is for all of these people and the thousands of
22 others of good heart like them around the world who have become
23 targets of Scientology's fair game doctrine that I speak, write
24 and fight. One day that ungodly threat will be removed.

25 44. Around March 12 and continuing for about two weeks I
26 experienced what I believe was both my spiritual death and my
27 rebirth, brought on me by God. He showed me the nature of the
28 evil that I had been chosen to oppose, and He showed me the
spiritual battle with that evil. At times an oppressive evil came

1 to overwhelm me. I lost strength and acuity. For stretches of
2 hours my heart ached and I prayed, as Jesus prayed, that if it
3 were possible this cup be taken from me; nevertheless that God's
4 Will be done. At times God came to me, spoke to me, and held me
5 in His Strength and Love. He showed me that persecution must be
6 endured for His Cause, and assured me that He would never leave
7 me. He showed me that in this civilized country we carry out our
8 crucifixions in courtrooms. He showed me the souls I fought for,
9 and why He chose me to fight through all those years. My strength
10 has not returned to normal, and I am forever altered. God brought
11 me to surrender my battle to Him that His Will be done, for unless
12 He does it I haven't got a prayer. I will run whatever race He
13 calls me to run as fast and as far as He moves me. Sometimes He
14 will appear to lose the race on earth to win it in Heaven.

15 45. Scientology is anti-Christian. To the uninitiated, it
16 professes to be compatible with Christianity. It states in its
17 "catechism," published in 1992 in its promotional book What is
18 Scientology?,

19 "Scientologists hold the Bible as a holy work and
20 have no argument with the Christian belief that Jesus
21 Christ was the Savior of Mankind and the Son of
22 God...¶There are probably many types of redemption.
23 That of Christ was to heaven."

24 In Scientology's actual teachings, however, in the policies and
25 procedures which indoctrinated Scientologists must follow, Jesus
26 Christ, Heaven, and Almighty God, are false ideas "implanted" in
27 man by electronic gadgets to achieve, not man's redemption, but
28 his enslavement. Scientology teaches, moreover, that its
procedures, developed by L. Ron Hubbard, are the only way to free

1 man from that "Christian" slavery.

2 46. The main target of Scientology's promotion and marketing
3 are Christians, and by far the largest percentage of Scientology's
4 members come from Christian backgrounds. Using Scientology's own
5 figures from What is Scientology? this amounts to fifty-three
6 percent of its members. The second largest percentage comes from
7 Judaism, which worships the same God, Jehovah, as Christianity,
8 the same God, Hubbard teaches is an "implant." But Scientology
9 not only teaches that the God of Christianity and Judaism is an
10 implant; Scientology enforces the acceptance of that teaching with
11 its system of "ethics" punishments, its "auditing procedures," and
12 its institutionalized mockery of God and Christ. Anyone in
13 Scientology who professed a belief in Christ, or God, or who
14 sought help through prayer, was viewed and handled as a
15 "psychotic." Such a person was segregated, given special auditing
16 to break his belief, and, if the "aberration" persisted, he would
17 be "off-loaded." I learned very quickly inside Scientology to
18 disavow any belief in God, to not mention Him, to not look to Him
19 for wisdom or help, and to view Christians as "aberrated" and
20 "dramatizing the Christ implant." I learned very quickly that
21 inside Scientology even thinking of Christ or God as real was
22 labelled as an "other practice," a punishable "ethics offense" or
23 "overt," which would become the subject of a "security check" on
24 Scientology's "E-meter," its lie detector.

25 47. In this recent period of spiritual battle God brought to
26 me a teaching by Jesus, recorded at Matthew 12:31,32 and Mark
27 3:28,29, which I see as the key to why He chose me for His Cause.
28 Jesus states in Mark:

"28 Verily I say unto you. All sins shall be

1 forgiven unto the sons of men, and blasphemies wherewith
2 soever they shall blaspheme:

3 29 But he that shall blaspheme against the Holy
4 Ghost hath never forgiveness, but is in danger of
5 eternal damnation."

6 When in his "theology" Hubbard asserts that Christ and God are
7 "implants," he blasphemes the Holy Spirit, the one unforgivable
8 sin. People drawn into Scientology and brought to adopt this
9 blasphemy are in grave spiritual danger.

10 48. In this latter period, it also became clear to me that
11 my experiences in Scientology, which I now see as religious,
12 indeed sacred, because they were created and motivated by God for
13 His Glory, are also religious by Scientology's own pronouncements.
14 In either case, under our Constitution, Scientology cannot use the
15 courts to silence me about those religious experiences. What
16 Scientology is seeking to have the courts order in its pending
17 motions for summary adjudication is in violation of and barred by
18 both the Establishment and Free Exercise Clauses of the First
19 Amendment. Scientology claims to be a religion, and organized
20 exclusively for religious purposes. Scientology claims that all
21 of its policies, directives and writings of all kinds on the
22 subject, its organization and practices are "religious
23 scriptures." Scientology claims that its Sea Organization,
24 members of which sign a billion year contract, is a "religious
25 order." I was in the Sea Org from 1971 through 1981, the period
26 of almost all of my significant experiences about which
27 Scientology seeks to silence me.

28 49. What if I had been, instead of a Scientologist, a member
 of a Christian church; had been declared by the "church" leaders

1 "fair game;" had been the target a public campaign by the church
2 to assassinate my reputation; had been assaulted by private
3 investigators hired by the "church's" board of directors; had been
4 the target of an attempt to involve me in a highway "accident;"
5 had been spied on and harassed for weeks on end by these private
6 investigators; had had the contents and substance of my
7 "confessions" or pastoral counseling divulged publicly and used
8 against me; had been sued by the "church;" had been subjected to
9 false criminal charges and attempts to have me jailed; had been
10 entrapped by "church" officials; and had been secretly and
11 illegally videotaped by "church" agents; and so forth? All of the
12 acts listed in the preceding sentence were carried out by
13 Scientology against me and formed the basis of my cross-complaint.
14 What if I had cross-complained against the "Christian church" and
15 its "leaders" for the emotional distress resulting from these
16 torts and abuses? Is it conceivable that, as a condition of
17 settlement of the lawsuit against the Christian church, it or its
18 leaders could demand silence about my religious experiences, about
19 Christ, Christianity, God, and Christianity's Scriptures, the Holy
20 Bible? Is it conceivable that a court could compel me to pay
21 \$50,000 each time I thereafter said anything about my religion, my
22 religious experiences, Christ, Christianity, the Bible or God? Is
23 it conceivable that a court in this country could order me jailed
24 if I communicated about these Things? Is it conceivable that I
25 could not even discuss with other Christians their experiences of
26 Christianity; and is it conceivable that I could be compelled to
27 pay \$50,000 and jailed for each time I discussed the experiences
28 of other Christians with them? Is it conceivable that in the face
of continuing attacks by the Christian "church" leaders after the

1 "settlement" I must still remain silent about my "religion" and
2 his "religious experiences?"

3 50. No Christian church would consider imposing such
4 conditions in a "settlement." No court would consider enforcing
5 such conditions against a Christian. Why then do courts enforce
6 such conditions at the insistence of Scientology against people it
7 has abused? The answer is that our courts are often deceived,
8 confused and blinded by evil, and as a result give evil favorable,
9 special treatment; and to the detriment of goodness and justice.
10 Only an organization or individual of such an evil and malevolent
11 nature that they cry out to be brought to the light of truth would
12 consider using our justice system to keep that nature hidden.

13 51. As Christ taught, and as a child of God, my practice is
14 forgiveness. As all that I have done has by Christ been forgiven,
15 I have forgiven everything anyone has ever done to me, every act
16 or thought of persecution. What I cannot forgive, however, for I
17 have not the power to forgive it, is Hubbard's, Scientology's
18 leaders' Scientologist's and anyone else's blasphemy of God's Holy
19 Spirit.

20 52. I believe, moreover, that Scientologists will not
21 recognize their need for forgiveness as long as they blaspheme the
22 Holy Spirit, and they will persecute me as long as they commit and
23 promote this blasphemy; so I ask them to stop. I ask as well that
24 they not persecute the little ones, those who are the least among
25 us, those whom Scientology's leaders call "suppressive persons,"
26 "PTSES" or "degraded beings," for in that persecution they
27 persecute Christ Himself. I know that God for His Purposes chose
28 me to be persecuted; and to care and hurt when the little ones are
persecuted. I care, then, what Scientology does to me, for it is

1 doing it and will do it to anyone else. It is to all of these,
2 and to all those in Scientology, that God has sent me. I believe
3 that we are in the end times, and that God has sent His
4 messengers, teachers and prophets onto His Elect, wherever they
5 are, in whatever country, city, prison, church or cult, to gather
6 them onto Himself. As stated by the Apostle at I. John 2:22:

7 "Who is a liar but he that denieth that Jesus is
8 Christ? He is antichrist, that denieth the Father and
9 the Son."

10 In the end times it is expected that antichrist would use man's
11 laws and courts to enforce his evil contracts by which he would
12 bind, torment and destroy God's sons. God chose me to be
13 persecuted by Scientology's leaders, using their organization's
14 tax-exempt millions, and in violation of the nation's
15 Constitution, as Apostles of old were persecuted, and all God's
16 Disciples have been persecuted throughout history. This need not
17 be, for persecution can end in no time and without downside.
18 Nevertheless, God allows and uses the persecution of His Children,
19 His Messengers, Teachers and Prophets to prove His great Mercy and
20 Love and the power of His marvelous plan of salvation, both for
21 the persecutors and those persecuted. God knows which souls He
22 will reach through my words, story and persecution. They may be
23 few; nevertheless, He desires that all should be saved.

24 53. All that I have done in all my life is for this moment
25 in God's Plan. I ask for mercy if that be God's Will.

26 /

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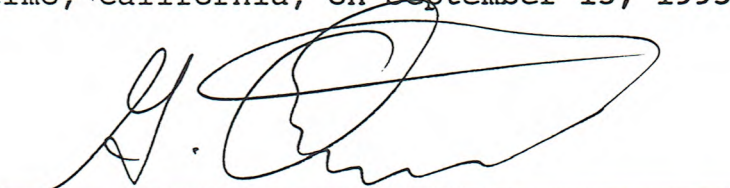
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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on September 15, 1995



GERALD ARMSTRONG

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the defendant in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Attached hereto as Exhibit A is a copy of the Armstrong decision rendered by Judge Paul G. Breckenridge Jr. on June 20, 1984. A cross-complaint I filed against plaintiff Scientology organization and other Scientology organizations, hereinafter referred to as "the organization," was bifurcated from the underlying case on motion of the organization and did not go to trial as it settled on December 11, 1986. The settlement agreement included delivery of certain documents from the underlying case to the organization and allowed the organization to maintain its appeal from the Armstrong decision then pending in the California Court of Appeal, Second Appellate Division as No. B005912. On December 18, 1986 the Court of Appeal, whose decision is attached hereto as Exhibit B, dismissed the organization's appeal, reasoning that there would be no appealable final judgment until after trial of the cross-complaint.

2. On October 11, 1989 I was served at my home with a subpoena duces tecum, a copy of which is attached hereto as Exhibit C, in the case of Bent Corydon v. Church of Scientology International, Los Angeles Superior Court No. C 694401. The subpoena, issued by Toby Plevin, attorney for Mr. Corydon, orders my appearance to testify at a deposition and to produce the agreements, releases and any other documents relating to the settlement I had entered into with the organization.

3. Within a few days of service Ms. Plevin telephoned to confirm that the deposition venue was acceptable to me, to advise me that the

October 20 deposition date would probably be changed, and to ask me for alternative dates which would be convenient for me. We spoke two or three times by telephone over the next week or so to set or cancel dates. During one of our conversations she informed me that she had received "a threatening letter" concerning my deposition from attorney Larry Heller, who I knew to be an attorney of record for various Scientology-related organizations and individuals, and to have a supervisory role in virtually all the organization's legal matters. Ms. Plevin read me parts of Mr. Heller's letter in which he stated that it was inconceivable that I had any information relevant to Mr. Corydon's lawsuit, that Ms. Plevin was seeking to breach the settlement agreement by proceeding with my deposition, and that should my deposition ever go forward he would apply to the court for sanctions. It became apparent to me during this conversation with Ms. Plevin that I was very important to both sides in the Corydon litigation and that I was again intensely involved with the organization and could not avoid involvement.

4. On October 23 I received a telephone call from Mr. Heller. He stated that his client would seek a protective order to prevent the deposition from going forward but that it probably would anyway. He asked if I would have an attorney at the deposition, and I said that Michael Flynn (who had represented me in Armstrong) did not wish to be involved, that so far I did not have another attorney for the deposition, and that it was likely I would not. Mr. Heller then offered to have his client pay for an attorney for me to be present at the deposition. I asked if it could be an attorney of my choice, and he said that he didn't see any problem but would need to ensure that the attorney would do what his client wanted. He said that to maintain the settlement agreement I could only answer questions by court order, that I should refuse to answer the deposition questions and force Mr. Corydon to

get an order from the court compelling me to answer. I said I would have to think about the problem and get some advice. Mr. Heller gave me his phone numbers and asked me to call him back within two days.

5. Following my conversation with Mr. Heller I called my attorney Michael Flynn who had negotiated the settlement of my lawsuit and similar settlements on the same date for several other individuals. I informed him of Mr. Heller's offer and he said that Mr. Heller had called him earlier and offered to pay him to attend my deposition to prevent my testifying. Mr. Flynn said that he had refused the offer and reiterated that he did not wish to be involved in any way in Scientology-related litigation. I confirmed with him that nothing in the settlement agreement proscribed my obtaining assistance or advice from anyone currently involved in litigation against the organization.

6. I then called Ms. Plevin, told her of the organization's offer to pay for an attorney for me at the deposition, and asked her if she and Mr. Corydon could match the offer. She said that she is a sole practitioner, that she and Mr. Corydon are keeping the lawsuit going on a shoestring, and that they could not pay for my attorney. She said, moreover, that even if she and Mr. Corydon could afford it they would not pay for an attorney for me because it would be unethical.

7. On October 25 I called Mr. Heller to tell him I considered it inappropriate for the organization to pay for an attorney for me. He said he had a problem with me responding to deposition questions concerning such things as L. Ron Hubbard's misrepresentations or my period as Mr. Hubbard's archivist in the organization. He said he wanted to have an attorney present to instruct me not to answer such questions so that Mr. Corydon would have to move to compel an answer. He said that if the court

ordered sanctions for my refusal to answer his client would indemnify me. He said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered I would have breached the settlement agreement and may get sued. He said he recognized that I was in the middle and that my safest position was to refuse to answer, make Mr. Corydon bring a motion to compel and let the court be the final arbiter.

8. This and other threats, other events and circumstances following the settlement, and my present level of importance to and involvement with the organization have impelled me to write this declaration. It is my opinion that some of the settlement conditions are unenforceable, that the organization is attempting to enforce them in a manner which is inconsistent with the spirit of settlement, and that these conditions and their attempted enforcement constitute an on-going obstruction of justice and violation of my and others' First Amendment rights. The purpose of this declaration is to make known this situation, to demonstrate certain conditions' unenforceability, and to support an action to have them so adjudged by the court with jurisdiction to enforce the terms of the settlement agreement. I am also providing this declaration to parties and lawyers involved in the correction of legal abuses.

9. On November 1, 1989 Mr. Heller, on behalf of Author Services, Inc. (ASI), a defendant in Corydon, filed a motion "to Delay or Prevent the Taking of Certain Third Party Depositions," a copy of which is attached hereto as Exhibit D. At page 4 Mr. Heller states:

"One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the

Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

10. The complete text of the settlement ingredient Mr. Heller has capsulized, paragraph 7D, reads:

"Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal

regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff."

11. It is my opinion that the conditions of this paragraph are unenforceable for two reasons: a. the organization's actions since the settlement have rendered them invalid; b. they are so broad and at the same time so restrictive that, even if the organization had not acted to invalidate them, they deny me, on their face, several inalienable rights and are therefore against public policy.

12. Paragraph 7B of the December 1986 settlement agreement reads in part:

"Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees."

13. Paragraph 8 of the December 1986 settlement agreement reads:

"Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date."

14. I am including these two paragraphs because they contain what to me is essential in the settlement agreement, and they show that my rights arising out of the conduct of the organization following the settlement are not waived or relinquished.

15. Sometime in the fall of 1987 I received a copy of a document, pages 11, 12, 18 and 29 from which are attached hereto as Exhibit E, created and circulated by the organization to discredit Bent Corydon who had written a book entitled L. Ron Hubbard, Messiah or Madman? which had been published in August that year. Mr. Corydon had interviewed me several months before the settlement and had used some of my statements from the interview, my trial testimony in Armstrong, and from declarations I had written during the pre-settlement litigation in his book.

16. At page 29 of their retort the organization states:

"Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book, however, is completely contrary to his own previous sworn affidavit about the RPF.

"Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters. See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher."

17. The chapter on Mr. Corydon as author contains the statement at page 12:

"Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard " ... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period , during which his travels were quite extensive."

These paragraphs concern my experiences in the organization as Mr. Hubbard's archivist and biographical researcher and my knowledge of Mr. Hubbard's history, and I consider that I have a right to reply.

18. The organization states at page 18 of its retort:

"Homer [Schomer] had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case."

I believe the organization is in violation of the settlement agreement by discussing the Armstrong case.

19. The organization states at page 11 of its retort:

"Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources."

While working on a project for Mr. Hubbard I acquired the knowledge that millions of dollars of organization money had been channeled into his accounts, I wrote a number of declarations containing this information after leaving the organization, and I know the other individuals

who had this and similar knowledge and who were Mr. Corydon's sources for his statement. To denominate us "a small cabal of thieves, perjurers and disreputable sources" I believe is scandalous.

20. On October 7, 1987 I received a call from Michael Flynn who relayed to me a message from Earle C. Cooley, one of the organization's principal attorneys, concerning the then proceeding trial in London, England of a lawsuit the organization had brought against a writer, Russell Miller. Mr. Miller had interviewed me in Boston, Massachusetts in 1986, some months before the December settlement, for a biography of L. Ron Hubbard. According to Mr. Flynn, Mr. Cooley stated that it had been disclosed during the trial that Mr. Miller possessed documents in violation of sealing orders in Armstrong, and he threatened that if I talked to any of the attorneys or parties involved in the trial the organization would view it as a breach of the settlement agreement.

21. In early 1988 I received copies of various documents, attached hereto as Exhibits F to K, from the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice, Case No. 6140. The organization had unsuccessfully sought pre-publication suppression of Mr. Miller's book, which he titled Bare-Faced Messiah, and it was published and distributed immediately following the October 1987 trial.

22. Attached hereto as Exhibit F is a copy of an affidavit of Kenneth David Long dated October 5, 1987, and the exhibits or partial exhibits thereto that so far I have in my possession. The purpose of Mr. Long's affidavit, as it relates to me, was to try to convince the English Court that I had provided documents to Mr. Miller in violation of various California Courts' sealing orders.

23. In pages 3 through 8 Mr. Long gives the organization's version of my job description and actions as Mr. Hubbard's biography researcher and archivist, the contracting of Omar V. Garrison to write the biography, and the procedural history in Armstrong from the filing of the complaint up to the settlement. At page 9 Mr. Long states that "following the trial the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986." He then identifies a number of documents Mr. Miller had quoted from in Bare-Faced Messiah: Mr. Hubbard's Boy Scout Diary, a letter to Mr. Hubbard from his mother, a letter from Mr. Hubbard to his first wife, Polly, a letter to the Cape Cod Instrument Company, a journal Mr. Hubbard kept while in the navy, three diaries from 1927 to 1929, and Mr. Hubbard's "Tentative Constitution for Rhodesia." Mr. Long also states that each of these documents "has never been unsealed or made available to the general public."

24. At page 13 of his affidavit Mr. Long, without providing any further elucidation, states, "I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal." He then concludes that "it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no one else other than Mr. Armstrong had access to these documents."

25. The exhibits Mr. Long identified and appended to his affidavit included the following:

a. A copy of my W-2 Wage and Tax Statements for 1977 and 1978. This document, which I have attached to Mr. Long's affidavit, shows

the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

b. A copy of an affidavit I executed on April 12, 1980 while in the organization. This document, the first page of which I have attached to Mr. Long's affidavit, was also admitted into evidence in Armstrong.

c. A copy of my petition to Mr. Hubbard to assemble his archives for a biography. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

d. A non-disclosure and release bond executed by me on March 18, 1977. This document, the first page of which I have attached to Mr. Long's affidavit, shows the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

e. A copy of my dispatch of February 22, 1980. This document, which is presently unavailable to me was admitted into evidence in Armstrong.

f. A copy of my dispatch of May 14, 1980. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

g. A copy of the agreement dated October 30, 1980 between Omar Garrison and AOSH DK Publications. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

h. A copy of a letter of November 14, 1980 from AOSH DK Publications regarding the Hubbard biography project. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

i. A copy of a resolution adopted by the organization's board of directors providing an assistant to Mr. Garrison. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

j. A copy of my letter of December 12, 1981 resigning from my position as Mr. Hubbard's researcher. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

k. A copy of pages 313 to 323 of my deposition testimony of August 1, 1986 in the case of Michael J. Flynn v. Church of Scientology International in the US District Court Central District of California, Case No. CV8504853R. I have attached these pages as an exhibit to Mr. Long's affidavit herewith.

26. Attached hereto as Exhibit G is a copy of a second affidavit of Mr. Long dated October 5, 1987 which was filed in the Miller case. In pages 2 through 16 of this affidavit Mr. Long again reviews the Armstrong litigation, expands his analysis of the case's various sealing orders, and again designates several documents he claims I gave Mr. Miller in contravention of those orders.

27. At page 9 of his affidavit Mr. Long identifies three diaries written by Mr. Hubbard between 1927 and 1929 and charges that Mr. Miller or Jonathan Caven-Atack, who had assisted Miller with his research, possessed them in violation of a sealing order in Armstrong. Mr. Long goes on to state at page 10: "I am certain that the only possible source for the diaries attached by Mr. Caven-Atack as Exhibit JC-A4 is Mr. Armstrong and/or his counsel."

28. In pages 11 to 15 of his affidavit Mr. Long describes a letter to Mr. Hubbard from his mother, Mr. Hubbard's Boy Scout diary, and a letter from Mr. Hubbard to his first wife, Polly, and alleges that Mr. Miller or Mr. Caven-Atack obtained these documents from me in violation of the Court's sealing orders.

29. At page 16 Mr. Long describes three letters from Mr. Hubbard to Helen O'Brien and goes on to state: "All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts."

30. I consider that Mr. Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious.

31. Attached hereto as Exhibit H is a copy of a third affidavit of Mr. Long dated October 5, 1987 and filed in the Miller case. At page 4 Mr. Long repeats his accusation that "the evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders." And he states: "Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity."

32. Attached hereto as Exhibit I is a copy of pages 1 and 4 of an affidavit of Sheila MacDonald Chaleff dated October 5, 1987 which was filed in Miller. I do not at present have pages 2 and 3. Ms. Chaleff, whom I do not know, states at page 4: "Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the

contents to get the Church raided where these forged documents would be found and used against the Church."

33. Attached hereto as Exhibit J is a copy of an affidavit of Mr. Long dated October 7, 1987 and filed in Miller. The copy I have is missing a page at paragraphs 4 to 7. At paragraph 2 Mr. Long describes his responsibilities:

"I have been deeply involved in the litigation of (Armstrong) since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trials proceedings in May and June, 1984." At paragraph 7 Mr. Long concludes: "There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials."

34. At paragraph 9 Mr. Long identifies a document he has written entitled "A Chronological History of Major Armstrong Case Orders," and at paragraph 10 he describes the security operation he and a staff maintained throughout the life of the Armstrong documents as their fate was decided by various courts:

"...I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before rescript I would

personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials." Mr. Long concludes that "(t)here can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders."

35. At paragraph 15 Mr. Long argues the matter of the Helen O'Brien letters:

"Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders -- the August 24, 1982 court order to turn in all materials to the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court."

36. The text of the settlement agreement relating to documents, Paragraphs 7E and 7L, reads:

"E. With exception to the items specified in Paragraph 7L, Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not

limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

- (a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;
- (b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and
- (c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and other items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible.

including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV 85-0440-HLH(Tx), presently in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal."

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach."

37. I believe the provisions of Paragraphs 7E and 7L are unenforceable because the organization has itself violated the intent of the settlement agreement by acting improperly with the documents entrusted to it, by its own violations of sealing orders, and by its failure to deliver to me my documents in reciprocity.

38. Attached hereto as Exhibit K is a copy of an affidavit of Mr. Long dated October 8, 1987 and filed in Miller. Mr. Long responds to explanations in additional affidavits of Mr. Miller and Mr. Caven-Atack concerning sources and routes for their Hubbard documents. Mr. Long concludes again that "there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence." He also quotes in his affidavit from the transcript of a hearing

of April 23, 1984 in Armstrong, a declaration of Michael Flynn from "another church case," and a comment of my lawyer Julia Dragojevic at a deposition of Homer Schomer.

39. Mr. Long also identifies, produces and quotes from an affidavit of mine dated March 7, 1986, a copy of which I have attached hereto as Exhibit L. This affidavit was filed in Tonja Burden v. Church of Scientology of California, et al. U.S. District Court, Middle District of Florida, Tampa Division, Case No. 80-501-Civ-T-17. The organization settled this case in 1986 and had the case file sealed.

40. On December 21, 1988 I received a call from Michael Flynn who relayed a message from Michael Lee Hertzberg, one of the organization's leading lawyers. Paul Morantz, Bent Corydon's attorney in one or another case, filed a motion to unseal the Armstrong court file. Judge Geernaert, who had inherited the Armstrong file after Judge Breckenridge retired, allowed the unsealing. The organization had 30 days to appeal. They wanted me to file a pleading to keep the court file sealed. They said that otherwise the "pig document" would come out. (This document, which was specifically sealed by Judge Breckenridge, was a recitation of a dream I had in 1985.) They also stated that if I didn't file something it would unsettle the settlement. They said they have a case on point. They said it would be bad for me. I could have to give the (settlement) money back. Mr. Flynn translated the facts to me: "It's a veiled threat." I said my decision at that time was to do nothing.

41. On December 22, 1988 Mr. Flynn called to tell me he had received the organization's petition for a writ of supersedeas. He said the case Mr. Hertzberg had been citing regarding unsettling the settlement involved a doctor who molested a minor patient. As part of the settlement

the file was sealed. Mr. Flynn said he was unsure how the case applies to what the organization wanted me to do. He said the court didn't get to the point of dealing with unsettling the settlement. I said I would still do nothing.

42. On December 27, 1988 I again spoke by telephone with Mr. Flynn who had himself spoken to lawyers on both sides of Mr. Corydon's litigation. This is what I considered relevant at the time: Following Judge Geernaert's unsealing of the Armstrong court file, the organization filed a petition for a writ of supersedeas claiming the sealing of the file was consideration for settlement. In his response Paul Morantz filed some settlement documents, a notary seal from the State of Pennsylvania on which identified Bill Franks, like me a former organization executive and witness in various organization-related cases, as their source. Mr. Franks had sent the documents to a lawyer to look at and the lawyer gave them to another lawyer who gave them to Mr. Morantz. The organization reacted. They claimed to have "the smoking gun," the proof of settlement violations. They charged that there are numerous breaches: they knew last summer that Mr. Franks had spent time with the Aznarans (who I understood to be organization executives who had recently defected and had sued the organization); and they had some instance of Homer Schomer doing something three weeks before. Mr. Flynn advised me he was going to file a pleading to say that the settlement documents should remain sealed. I said I felt the court file should be unsealed and almost certainly would be at some point, but that I wouldn't do anything at that time. Around November 15, 1989 I received from Ms. Plevin a copy of a document entitled "Response of Gerald Armstrong to Opposition Filed By Real Party in Interest, Bent Corydon" which is attached hereto as Exhibit M.

43. On November 18, 1989 I received a copy of a videotape of me edited from illegal videotapes made in 1984 by organization operatives and used thereafter against me. This copy had been given to the London Sunday Times, along with a package of documents concerning me which I do not yet have, in late 1987 or early 1988. Taped to the cassette is the business card of Eugene M. Ingram, the organization's private detective who set up the illegal videotaping. A copy of one side of the video cassette showing Mr. Ingram's card is attached hereto as Exhibit N.

44. On November 20, 1989 I received a call from Mr. Heller who said he wanted to talk me into giving the organization a declaration. He said Homer Schomer, who had also been subpoenaed to testify at a deposition in Corydon, had given them a declaration. Mr. Heller said it was very simple and straightforward, just two things: that I'd had either no or minimal contact with Mr. Corydon in the organization; and that subsequent to leaving I had received no information regarding him. Mr. Heller said that my signing a declaration to help ensure the deposition doesn't go forward would be of assistance to the organization and me. He said we would both have hassles if my deposition goes forward. I told Mr. Heller that it would be inappropriate and I couldn't give him the declaration. I said that I know Mr. Corydon quite well. Mr. Heller said that the organization and he did not see me as a relevant witness but a way for Corydon's attorneys to leverage a settlement. I said I saw myself as a relevant witness. I said, "From everything I've seen that's going on and everything I've heard that's going on and knowing my history and the issues I cannot see ducking (the deposition) at all. The truthful declaration would be that I would see that my experiences and my knowledge of Bent would be relevant to his case." Mr. Heller said that if I thought I would be helping Bent Corydon by

appearing, I might, but that for sure he would never help me. He said only the organization would ever help me. He stated that I should assist the organization because it had honored its agreement. He said that the organization had signed a non-disclosure agreement as well and as far as he knew had lived up to its agreement. When I paused in answering he said that if there had been any violations he wanted to know and he would rectify the problem. I said, "I think you could check with Ken Long on what has been done regarding Gerald Armstrong subsequent to the settlement. Just get from him everything that's been filed regarding Armstrong, all his declarations regarding me, all the so-called false report corrections that have been put out subsequent to the settlement, any time the so-called "Armstrong Operation" videotape has been used subsequent to the settlement." Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they will carefully examine their rights as to what action they will take. He said he strongly suggested that I refuse to answer subject to attorney instruction. He said I had a contractual obligation as far as he could tell.

45. The provisions of the settlement agreement relating to testifying, Paragraphs 7G and 7H, read:

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organization aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology

or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed."

46. It is my opinion that these provisions are unenforceable because the organization is using them in a coercive and obstructive manner, because on their face they deny equal justice to anyone who would engage the organization legally, and because they are suppressive of several basic rights: speech, assembly, safety, happiness.

47. On November 30, 1989 I attended a hearing in Corydon of the organization's motion to prevent my deposition from going forward before Judge Norman Epstein in the Los Angeles Superior Court. Judge Epstein ruled that the deposition would go forward and it is now set for April 12 and 13, 1990.

48. While at the hearing I was served with a subpoena duces tecum, a copy of which is attached hereto as Exhibit O, ordering me to appear as a witness in the trial of Religious Technology Center, et al. v. Joseph Yanney, et al., Los Angeles Superior Court Case No. C690211. The subpoena also orders the production of the settlement agreement. The Yanney trial is at this date proceeding before Judge Raymond Cardenas in department 41.

49. On January 18, 1990 I received from Flynn, Sheridan and Tabb, the law firm which had represented me in Armstrong, a copy of a new appeal, No. B025920, which the organization had filed on December 21, 1989

in Division Three of the Second Appellate District in the California Court of Appeal. In this appeal the organization seeks a reversal of the Breckenridge decision (Exhibit A).

50. On January 30, 1990 I received from Flynn, Sheridan & Tabb the "Reply Brief of Appellants and Response to Cross-Appeal" filed in Division Four of the Second Appellate District in the Court of Appeal in a case entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant; Bent Corydon, Appellee, Civ. No. B038975. In this appeal the organization is seeking a reversal of Judge Geernaert's decision unsealing the Armstrong case file.

51. On February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued.

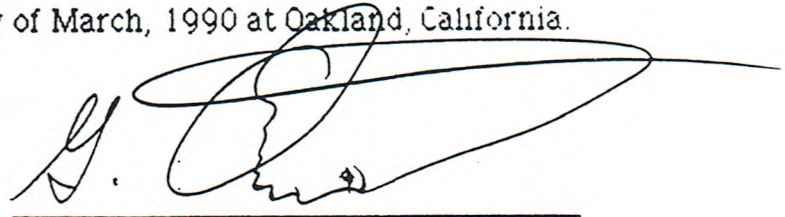
52. On February 20, 1990 I executed a document I titled "Respondent's Petition for Permission to File Response and for an Extension of Time to File Response," a copy of which is attached hereto as Exhibit P, and had it mailed to the Court of Appeal. The document was filed in the Armstrong appeal, No. B025920, in Division Three on February 28.

53. On February 21, 1990 I executed a document I titled "Defendant's Petition for Permission to File Response and for Time to File," a copy of which is attached hereto as Exhibit Q, and had it mailed to the Court of Appeal. This document was filed in the Corydon appeal, No. B038975, in Division Four on March 1.

54. At some point the Court of Appeal unsealed the settlement agreement, which I had attached as a sealed exhibit to my two petitions, and which I have attached hereto as Exhibit R.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this fifteenth day of March, 1990 at Oakland, California.

A handwritten signature in black ink, appearing to read 'G. Armstrong', is written over a horizontal line. The signature is highly stylized and somewhat illegible.

Gerald Armstrong

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY OF CALIFORNIA,)	No. C 420153
)	
Plaintiff,	)	MEMORANDUM OF
)	INTENDED DECISION
vs.)	
)	
GERALD ARMSTRONG,)	
)	
Defendant.)	
<hr/>		
MARY SUE HUBBARD,)	
)	
Intervenor.)	
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In this matter heretofore taken under submission, the Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff in intervention are to take nothing, and defendant is entitled to Judgment and costs.

As to the equitable actions, the court finds that neither plaintiff has clean hands, and that at least as of this time, are not entitled to the immediate return of any document or objects presently retained by the court clerk. All exhibits

1 received in evidence or marked for identification, unless
2 specifically ordered sealed¹, are matters of public record and
3 shall be available for public inspection or use to the same
4 extent that any such exhibit would be available in any other
5 lawsuit. In other words they are to be treated henceforth no
6 differently than similar exhibits in other cases in Superior
7 Court. Furthermore, the "inventory list and description," of
8 materials turned over by Armstrong's attorneys to the court,
9 shall not be considered or deemed to be confidential, private,
10 or under seal.

11 All other documents or objects presently in the possession
12 of the clerk (not marked herein as court exhibits) shall be
13 retained by the clerk, subject to the same orders as are
14 presently in effect as to sealing and inspection, until such
15 time as trial court proceedings are concluded as to the severed
16 cross complaint. For the purposes of this Judgment, conclusion
17 will occur when any motion for a new trial has been denied, or
18 the time within such a motion must be brought has expired
19 without such a motion being made. At that time, all documents
20 neither received in evidence, nor marked for identification
21 only, shall be released by the clerk to plaintiff's
22 representatives. Notwithstanding this order, the parties may
23

24
25 1. Exhibits in evidence No. 500-40; JJJ; KKK; LLL; MMM;
26 NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ.

27 Exhibits for identification only No. JJJJ; Series
28 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ,
CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBBB,
OOOOOO, BBBBBB.

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at any time by written stipulation filed with the clerk obtain release of any or all such unused materials.

Defendant and his counsel are free to speak or communicate upon any of Defendant Armstrong's recollections of his life as a Scientologist or the contents of any exhibit received in evidence or marked for identification and not specifically ordered sealed. As to all documents, and other materials held under seal by the clerk, counsel and the defendant shall remain subject to the same injunctions as presently exist, at least until the conclusion of the proceedings on the cross complaint. However, in any other legal proceedings in which defense counsel, or any of them, is of record, such counsel shall have the right to discuss exhibits under seal, or their contents, if such is reasonably necessary and incidental to the proper representation of his or her client.

Further, if any court of competent jurisdiction orders defendant or his attorney to testify concerning the fact of any such exhibit, document, object, or its contents, such testimony shall be given, and no violation of this order will occur. Likewise, defendant and his counsel may discuss the contents of any documents under seal or of any matters as to which this court has found to be privileged as between the parties hereto, with any duly constituted Governmental Law Enforcement Agency or submit any exhibits or declarations thereto concerning such document or materials, without violating any order of this court.

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1 This court will retain jurisdiction to enforce, modify,
2 alter, or terminate any injunction included within the
3 Judgment.

4 Counsel for defendant is ordered to prepare, serve, and
5 file a Judgment on the Complaint and Complaint in Intervention,
6 and Statement of Decision if timely and properly requested,
7 consistent with the court's intended decision.

8
9 Discussion

10 The court has found the facts essentially as set forth in
11 defendant's trial brief, which as modified, is attached as an
12 appendix to this memorandum. In addition the court finds that
13 while working for L.R. Hubbard (hereinafter referred to as
14 LRH), the defendant also had an informal employer-employee
15 relationship with plaintiff Church, but had permission and
16 authority from plaintiffs and LRH to provide Omar Garrison with
17 every document or object that was made available to Mr.
18 Garrison, and further, had permission from Omar Garrison to
19 take and deliver to his attorneys the documents and materials
20 which were subsequently delivered to them and thenceforth into
21 the custody of the County Clerk.

22 Plaintiff Church has made out a prima facie case of
23 conversion (as bailee of the materials), breach of fiduciary
24 duty, and breach of confidence (as the former employer who
25 provided confidential materials to its then employee for
26 certain specific purposes, which the employee later used for
27 other purposes to plaintiff's detriment). Plaintiff Mary Jane
28 Hubbard has likewise made out a prima facie case of conversion

1 and invasion of privacy (misuse by a person of private matters
2 entrusted to him for certain specific purposes only).

3 While defendant has asserted various theories of defense,
4 the basic thrust of his testimony is that he did what he did,
5 because he believed that his life, physical and mental well
6 being, as well as that of his wife were threatened because the
7 organization was aware of what he knew about the life of LRH,
8 the secret machinations and financial activities of the Church,
9 and his dedication to the truth. He believed that the only way
10 he could defend himself, physically as well as from harassing
11 lawsuits, was to take from Omar Garrison those materials which
12 would support and corroborate everything that he had been
13 saying within the Church about LRH and the Church, or refute
14 the allegations made against him in the April 22 Suppressive
15 Person Declare. He believed that the only way he could be sure
16 that the documents would remain secure for his future use was
17 to send them to his attorneys, and that to protect himself, he
18 had to go public so as to minimize the risk that LRH, the
19 Church, or any of their agents would do him physical harm.

20 This conduct if reasonably believed in by defendant and
21 engaged in by him in good faith, finds support as a defense to
22 the plaintiff's charges in the Restatements of Agency, Torts,
23 and case law.

24 Restatement of Agency, Second, provides:

25 "Section 395f: An agent is privileged to reveal
26 information confidentially acquired by him in the course
27 of his agency in the protection of a superior interest of
28 himself or a third person.

1 "Section 418: An agent is privileged to protect
2 interests of his own which are superior to those of the
3 principal, even though he does so at the expense of the
4 principal's interest or in disobedience to his orders."

5 Restatement of torts, Second, section 271:

6 "One is privileged to commit an act which would
7 otherwise be a trespass to or a conversion of a chattel in
8 the possession of another, for the purpose of defending
9 himself or a third person against the other, under the
10 same conditions which would afford a privilege to inflict
11 harmful or offensive contact upon the other for the same
12 purpose."

13 The Restatement of Torts, Second, section 652a, as well as
14 case law, make it clear that not all invasions of privacy are
15 unlawful or tortious. It is only when the invasion is
16 unreasonable that it becomes actionable. Hence, the trier of
17 fact must engage in a balancing test, weighing the nature and
18 extent of the invasion, as against the purported justification
19 therefore to determine whether in a given case, the particular
20 invasion or intrusion was unreasonable.

21 In addition the defendant has asserted as a defense the
22 principal involved in the case of Willig v. Gold, 75
23 Cal.App.2d, 809, 814, which holds that an agent has a right or
24 privilege to disclose his principal's dishonest acts to the
25 party prejudicially affected by them.

26 Plaintiff Church has asserted and obviously has certain
27 rights arising out of the First Amendment. Thus, the court
28 cannot, and has not, inquired into or attempted to evaluate the

1 merits, accuracy, or truthfulness of Scientology or any of its
2 precepts as a religion. First Amendment rights, however,
3 cannot be utilized by the Church or its members, as a sword to
4 preclude the defendant, whom the Church is suing, from
5 defending himself. Therefore, the actual practices of the
6 Church or its members, as it relates to the reasonableness of
7 the defendant's conduct and his state of mind are relevant,
8 admissible, and have been considered by the court.

9 As indicated by its factual findings, the court finds the
10 testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan,
11 Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas,
12 and Howard Schomer to be credible, extremely persuasive, and
13 the defense of privilege or justification established and
14 corroborated by this evidence. Obviously, there are some
15 discrepancies or variations in recollections, but these are the
16 normal problems which arise from lapse of time, or from
17 different people viewing matters or events from different
18 perspectives. In all critical and important matters, their
19 testimony was precise, accurate, and rang true. The picture
20 painted by these former dedicated Scientologists, all of whom
21 were intimately involved with LRH, or Mary Jane Hubbard, or of
22 the Scientology Organization, is on the one hand pathetic, and
23 on the other, outrageous. Each of these persons literally gave
24 years of his or her respective life in support of a man, LRH,
25 and his ideas. Each has manifested a waste and loss or
26 frustration which is incapable of description. Each has broken
27 with the movement for a variety of reasons, but at the same
28 time, each is, still bound by the knowledge that the Church has

1 in its possession his or her most inner thoughts and
2 confessions, all recorded in "pre-clear (P.C.) folders" or
3 other security files of the organization, and that the Church
4 or its minions is fully capable of intimidation or other
5 physical or psychological abuse if it suits their ends. The
6 record is replete with evidence of such abuse.

7 In 1970 a police agency of the French Government conducted
8 an investigation into Scientology and concluded, "this sect,
9 under the pretext of 'freeing humans' is nothing in reality but
10 a vast enterprise to extract the maximum amount of money from
11 its adepts by (use of) pseudo-scientific theories, by (use of)
12 'auditions' and 'stage settings' (lit. to create a theatrical
13 scene') pushed to extremes (a machine to detect lies, its own
14 particular phraseology . . .), to estrange adepts from their
15 families and to exercise a kind of blackmail against persons
16 who do not wish to continue with this sect."² From the
17 evidence presented to this court in 1984, at the very least,
18 similar conclusions can be drawn. In addition to violating and
19 abusing its own members civil rights, the organization over the
20 years with its "Fair Game" doctrine has harassed and abused
21 those persons not in the Church whom it perceives as enemies.
22 The organization clearly is schizophrenic and paranoid, and
23 this bizarre combination seems to be a reflection of its
24 founder LRH. The evidence portrays a man who has been
25 virtually a pathological liar when it comes to his history,
26
27

28 2. Exhibit 500-HHHHH.

1 background, and achievements. The writings and documents in
2 evidence additionally reflect his egoism, greed, avarice, lust
3 for power, and vindictiveness and aggressiveness against
4 persons perceived by him to be disloyal or hostile. At the
5 same time it appears that he is charismatic and highly capable
6 of motivating, organizing, controlling, manipulating, and
7 inspiring his adherents. He has been referred to during the
8 trial as a "genius," a "revered person," a man who was "viewed
9 by his followers in awe." Obviously, he is and has been a very
10 complex person, and that complexity is further reflected in his
11 alter ego, the Church of Scientology. Notwithstanding
12 protestations to the contrary, this court is satisfied that LRH
13 runs the Church in all ways through the Sea Organization, his
14 role of Commodore, and the Commodore's Messengers.³ He has, of
15 course, chosen to go into "seclusion," but he maintains contact
16 and control through the top messengers. Seclusion has its
17 light and dark side too. It adds to his mystique, and yet
18 shields him from accountability and subpoena or service of
19 summons.

20 LRH's wife, Mary Sue Hubbard is also a plaintiff herein.
21 On the one hand she certainly appeared to be a pathetic
22 individual. She was forced from her post as Controller,
23 convicted and imprisoned as a felon, and deserted by her
24 husband. On the other hand her credibility leaves much to be
25 desired. She struck the familiar pose of not seeing, hearing,
26

27 3. See Exhibit K: Flag Order 3729 - 15 September 1978
28 "Commodore's Messengers."

1 or knowing any evil. Yet she was the head of the Guardian
2 Office for years and among other things, authored the infamous
3 order "GO 121669"⁴ which directed culling of supposedly
4 confidential P.C. files/folders for purposes of internal
5 security. In her testimony she expressed the feeling that
6 defendant by delivering the documents, writings, letters to his
7 attorneys, subjected her to mental rape. The evidence is clear
8 and the court finds that defendant and Omar Garrison had
9 permission to utilize these documents for the purpose of
10 Garrison's proposed biography. The only other persons who were
11 shown any of the documents were defendant's attorneys, the
12 Douglasses, the Dincalcis, and apparently some documents
13 specifically affecting LRH's son "Nibs," were shown to "Nibs."
14 The Douglasses and Dincalcises were disaffected Scientologists
15 who had a concern for their own safety and mental security, and
16 were much in the same situation as defendant. They had not
17 been declared as suppressive, but Scientology had their P.C.
18 folders, as well as other confessions, and they were extremely
19 apprehensive. They did not see very many of the documents, and
20 it is not entirely clear which they saw. At any rate Mary Sue
21 Hubbard did not appear to be so much distressed by this fact,
22 as by the fact that Armstrong had given the documents to
23 Michael Flynn, whom the Church considered its foremost
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28 4. Exhibit AAA.

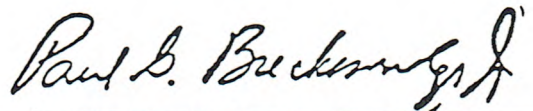
1 lawyer-enemy.⁵ However, just as the plaintiffs have First
2 Amendment rights, the defendant has a Constitutional right to
3 an attorney of his own choosing. In legal contemplation the
4 fact that defendant selected Mr. Flynn rather than some other
5 lawyer cannot by itself be tortious. In determining whether
6 the defendant unreasonably invaded Mrs. Hubbard's privacy, the
7 court is satisfied the invasion was slight, and the reasons and
8 justification for defendant's conduct manifest. Defendant was
9 told by Scientology to get an attorney. He was declared an
10 enemy by the Church. He believed, reasonably, that he was
11 subject to "fair game." The only way he could defend himself,
12 his integrity, and his wife was to take that which was
13 available to him and place it in a safe harbor, to wit, his
14 lawyer's custody. He may have engaged in overkill, in the
15 sense that he took voluminous materials, some of which appear
16 only marginally relevant to his defense. But he was not a
17 lawyer and cannot be held to that precise standard of judgment.
18 Further, at the time that he was accumulating the material, he
19 was terrified and undergoing severe emotional turmoil. The
20 court is satisfied that he did not unreasonably intrude upon
21 Mrs. Hubbard's privacy under the circumstances by in effect
22 simply making his knowledge that of his attorneys. It is, of
23 course, rather ironic that the person who authorized G.O. order
24 121669 should complain about an invasion of privacy. The

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26 5. "No, I think my emotional distress and upset is the
27 fact that someone took papers and materials without my
28 authorization and then gave them to your Mr. Flynn."
Reporter's Transcript, p. 1006.

1 practice of culling supposedly confidential "P.C. folders or
2 files" to obtain information for purposes of intimidation
3 and/or harassment is repugnant and outrageous. The Guardian's
4 Office, which plaintiff headed, was no respecter of anyone's
5 civil rights, particularly that of privacy. Plaintiff Mary Sue
6 Hubbard's cause of action for conversion must fail for the same
7 reason as plaintiff Church. The documents were all together in
8 Omar Garrison's possession. There was no rational way the
9 defendant could make any distinction.

10 Insofar as the return of documents is concerned, matters
11 which are still under seal may have evidentiary value in the
12 trial of the cross complaint or in other third party
13 litigation. By the time that proceedings on the cross
14 complaint are concluded, the court's present feeling is that
15 those documents or objects not used by that time should be
16 returned to plaintiff. However, the court will reserve
17 jurisdiction to reconsider that should circumstances warrant.

18 Dated: June 20, 1984

19 

20 PAUL G. BRECKENRIDGE, JR.
21 Judge of the Superior Court

1
2 Appendix

3 Defendant Armstrong was involved with Scientology from
4 1969 through 1981, a period spanning 12 years. During that
5 time he was a dedicated and devoted member who revered the
6 founder, L. Ron Hubbard. There was little that Defendant
7 Armstrong would not do for Hubbard or the Organization. He
8 gave up formal education, one-third of his life, money and
9 anything he could give in order to further the goals of
10 Scientology, goals he believed were based upon the truth,
11 honesty, integrity of Hubbard and the Organization.

12 From 1971 through 1981, Defendant Armstrong was a member
13 of the Sea Organization, a group of highly trained
14 scientologists who were considered the upper echelon of the
15 Scientology organization. During those years he was placed in
16 various locations, but it was never made clear to him exactly
17 which Scientology corporation he was working for. Defendant
18 Armstrong understood that, ultimately, he was working for L.
19 Ron Hubbard, who controlled all Scientology finances,
20 personnel, and operations while Defendant was in the Sea
21 Organization.

22 Beginning in 1979 Defendant Armstrong resided at Gilman
23 Hot Springs, California, in Hubbard's "Household Unit." The
24 Household Unit took care of the personal wishes and needs of
25 Hubbard at many levels. Defendant Armstrong acted as the L.
26 Ron Hubbard Renovations In-Charge and was responsible for
27 renovations, decoration, and maintenance of Hubbard's home and
28 office at Gilman Hot Springs.

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1 In January of 1980 there was an announcement of a possible
2 raid to be made by the FBI or other law enforcement agencies of
3 the property. Everyone on the property was required by
4 Hubbard's representatives, the Commodore's Messengers, to go
5 through all documents located on the property and "vet" or
6 destroy anything which showed that Hubbard controlled
7 Scientology organizations, retained financial control, or was
8 issuing orders to people at Gilman Hot Springs.

9 A commercial paper shredder was rented and operated day
10 and night for two weeks to destroy hundreds of thousands of
11 pages of documents.

12 During the period of shredding, Brenda Black, the
13 individual responsible for storage of Hubbard's personal
14 belongings at Gilman Hot Springs, came to Defendant Armstrong
15 with a box of documents and asked whether they were to be
16 shredded. Defendant Armstrong reviewed the documents and found
17 that they consisted of a wide variety of documents including
18 Hubbard's personal papers, diaries, and other writings from a
19 time before he started Dianetics in 1950, together with
20 documents belonging to third persons which had apparently been
21 stolen by Hubbard or his agents. Defendant Armstrong took the
22 documents from Ms. Black and placed them in a safe location on
23 the property. He then searched for and located another twenty
24 or more boxes containing similar materials, which were poorly
25 maintained.

26 On January 8, 1980, Defendant Armstrong wrote a petition
27 to Hubbard requesting his permission to perform the research
28 for a biography to be done about his life. The petition states

1 that Defendant Armstrong had located the subject materials and
2 lists of a number of activities he wished to perform in
3 connection with the biography research.

4 Hubbard approved the petition, and Defendant Armstrong
5 became the L. Ron Hubbard Personal Relations Officer Researcher
6 (PPRO Res). Defendant claims that this petition and its
7 approval forms the basis for a contract between Defendant and
8 Hubbard. Defendant Armstrong's supervisor was then Laurel
9 Sullivan, L. Ron Hubbard's Personal Public Relations Officer.

10 During the first part of 1980, Defendant Armstrong moved
11 all of the L. Ron Hubbard Archives materials he had located at
12 Gilman Hot Springs to an office in the Church of Scientology
13 Cedars Complex in Los Angeles. These materials comprised
14 approximately six file cabinets. Defendant Armstrong had
15 located himself in the Cedars Complex, because he was also
16 involved in "Mission Corporate Category Sort-Out," a mission to
17 work out legal strategy. Defendant Armstrong was involved with
18 this mission until June of 1980.

19 It was also during this early part of 1980 that Hubbard
20 left the location in Gilman Hot Springs, California, and went
21 into hiding. Although Defendant Armstrong was advised by
22 Laurel Sullivan that no one could communicate with Hubbard,
23 Defendant Armstrong knew that the ability for communication
24 existed, because he had forwarded materials to Hubbard at his
25 request in mid-1980.

26 Because of this purported inability to communicate with
27 Hubbard, Defendant Armstrong's request to purchase biographical
28 materials of Hubbard from people who offered them for sale went

1 to the Commodore's Messenger Organization, the personal
2 representatives of Hubbard.

3 In June of 1980 Defendant Armstrong became involved in the
4 selection of a writer for the Hubbard biography. Defendant
5 Armstrong learned that Hubbard had approved of a biography
6 proposal prepared by Omar Garrison, a writer who was not a
7 member of Scientology. Defendant Armstrong had meetings with
8 Mr. Garrison regarding the writing of the biography and what
9 documentation and assistance would be made available to him.
10 As understood by Mr. Garrison, Defendant Armstrong represented
11 Hubbard in these discussions.

12 Mr. Garrison was advised that the research material he
13 would have at his disposal were Hubbard's personal archives.
14 Mr. Garrison would only undertake a writing of the biography if
15 the materials provided to him were from Hubbard's personal
16 archives, and only if his manuscript was subject to the
17 approval of Hubbard himself.

18 In October of 1980 Mr. Garrison came to Los Angeles and
19 was toured through the Hubbard archives materials that
20 Defendant Armstrong had assembled up to that time. This was an
21 important "selling point" in obtaining Mr. Garrison's agreement
22 to write the biography. On October 30, 1980, an agreement was
23 entered into between Ralston-Pilot, ncv. F/S/O Omar V.
24 Garrison, and AOSH'DK Publications of Copenhagen, Denmark, for
25 the writing of a biography of Hubbard.

26 Paragraph 10B of the agreement states that:

27 "Publisher shall use its best efforts to provide
28 Author with an office, an officer assistant and/or

1 research assistant, office supplies and any needed
2 archival and interview materials in connection with
3 the writing of the Work."

4 The "research assistant" provided to Mr. Garrison was
5 Defendant Armstrong.

6 During 1980 Defendant Armstrong exchanged correspondence
7 with Intervenor regarding the biography project. Following his
8 approval by Hubbard as biography researcher, Defendant
9 Armstrong wrote to Intervenor on February 5, 1980, advising her
10 of the scope of the project. In the letter Defendant stated
11 that he had found documents which included Hubbard's diary from
12 his Orient trip, poems, essays from his youth, and several
13 personal letters, as well as other things.

14 By letter of February 11, 1980, Intervenor responded to
15 Defendant, acknowledging that he would be carrying out the
16 duties of Biography Researcher.

17 On October 14, 1980, Defendant Armstrong again wrote to
18 Intervenor, updating her on "Archives materials" and proposing
19 certain guidelines for the handling of those materials.

20 It was Intervenor who, in early 1981, ordered certain
21 biographical materials from "Controller Archives" to be
22 delivered to Defendant Armstrong. These materials consisted of
23 several letters written by Hubbard in the 1920's and 1930's,
24 Hubbard's Boy Scout books and materials, several old Hubbard
25 family photographs, a diary kept by Hubbard in his youth, and
26 several other items.

27 Defendant Armstrong received these materials upon the
28 order of Intervenor, following his letter of October 15, 1980,

1 to her in which Defendant stated, at page 7, that there were
2 materials in the "Controller Archives" that would be helpful to
3 him in the biography research.

4 After these materials were delivered to Defendant
5 Armstrong, Intervenor was removed from her Scientology position
6 of Controller in 1981, presumably because of her conviction for
7 the felony of obstruction of justice in connection with the
8 theft of Scientology documents from various government offices
9 and agencies in Washington, D.C.

10 During the time Defendant Armstrong worked on the
11 biography project and acted as Hubbard Archivist, there was
12 never any mention that he was not to be dealing with Hubbard's
13 personal documents or that the delivery of those documents to
14 Mr. Garrison was not authorized.

15 For the first year or more of the Hubbard biography and
16 archive project, funding came from Hubbard's personal staff
17 unit at Gilman Hot Springs, California. In early 1981,
18 however, Defendant Armstrong's supervisor, Laurel Sullivan,
19 ordered him to request that funding come from what was known as
20 SEA Org Reserves. Approval for this change in funding came
21 from the SEA Org Reserves Chief and Watch Dog Committee, the
22 top Commodores Messenger Organization unit, who were Hubbard's
23 personal representatives.

24 From November of 1980 through 1981, Defendant Armstrong
25 worked closely with Mr. Garrison, assembling Hubbard's archives
26 into logical categories, copying them and arranging the copies
27 of the Archives materials into bound volumes. Defendant
28 Armstrong made two copies of almost all documents copied for

1 Mr. Garrison - one for Mr. Garrison and the other to remain in
2 Hubbard Archives for reference or recopying. Defendant
3 Armstrong created approximately 400 binders of documents. The
4 vast majority of the documents for Mr. Garrison came from
5 Hubbard's personal Archives, of which Defendant Armstrong was
6 in charge. Materials which came from other Archives, such as
7 the Controller Archives, were provided to Defendant Armstrong
8 by Scientology staff members who had these documents in their
9 care.

10 It was not until late 1981 that Plaintiff was to provide a
11 person to assist on the biography project by providing Mr.
12 Garrison with "Guardian Office" materials, otherwise described
13 as technical materials relating to the operation of
14 Scientology. The individual appointed for this task was Vaughn
15 Young. Controller Archives and Guardian Office Archives had no
16 connection to the Hubbard Archives, which Defendant Armstrong
17 created and maintained as Hubbard's personal materials.

18 In addition to the assemblage of Hubbard's Archives,
19 Defendant Armstrong worked continually on researching and
20 assembling materials concerning Hubbard by interviewing dozens
21 of individuals, including Hubbard's living aunt, uncle, and
22 four cousins. Defendant Armstrong did a geneology study of
23 Hubbard's family and collected, assembled, and read hundreds of
24 thousands of pages of documentation in Hubbard's Archives.

25 During 1980 Defendant Armstrong remained convinced of
26 Hubbard's honesty and integrity and believed that the
27 representations he had made about himself in various
28 publications were truthful. Defendant Armstrong was devoted to

1 Hubbard and was convinced that any information which he
2 discovered to be unflattering of Hubbard or contradictory to
3 what Hubbard has said about himself, was a lie being spread by
4 Hubbard's enemies. Even when Defendant Armstrong located
5 documents in Hubbard's Archives which indicated that
6 representations made by Hubbard and the Organization were
7 untrue, Defendant Armstrong would find some means to "explain
8 away" the contradictory information.

9 Slowly, however, throughout 1981, Defendant Armstrong
10 began to see that Hubbard and the Organization had continuously
11 lied about Hubbard's past, his credentials, and his
12 accomplishments. Defendant Armstrong believed, in good faith,
13 that the only means by which Scientology could succeed in what
14 Defendant Armstrong believed was its goal of creating an
15 ethical environment on earth, and the only way Hubbard could be
16 free of his critics, would be for Hubbard and the Organization
17 to discontinue the lies about Hubbard's past, his credentials,
18 and accomplishments. Defendant Armstrong resisted any public
19 relations piece or announcement about Hubbard which the L. Ron
20 Hubbard Public Relations Bureau proposed for publication which
21 was not factual. Defendant Armstrong attempted to change and
22 make accurate the various "about the author" sections in
23 Scientology books, and further, Defendant rewrote or critiqued
24 several of these and other publications for the L. Ron Hubbard
25 Public Relations Bureau and various Scientology Organizations.
26 Defendant Armstrong believed and desired that the Scientology
27 Organization and its leader discontinue the perpetration of the

28 ///

1 massive fraud upon the innocent followers of Scientology, and
2 the public at large.

3 Because of Defendant Armstrong's actions, in late November
4 of 1981, Defendant was requested to come to Gilman Hot Springs
5 by Commodore Messenger Organization Executive, Cirrus Slevin.
6 Defendant Armstrong was ordered to undergo a "security check,"
7 which involved Defendant Armstrong's interrogation while
8 connected to a crude Scientology lie detector machine called an
9 E-meter.

10 The Organization wished to determine what materials
11 Defendant Armstrong had provided to Omar Garrison. Defendant
12 Armstrong was struck by the realization that the Organization
13 would not work with him to correct the numerous fraudulent
14 representations made to followers of Scientology and the public
15 about L. Ron Hubbard and the Organization itself. Defendant
16 Armstrong, who, for twelve years of his life, had placed his
17 complete and full trust in Mr. and Mrs. Hubbard and the
18 Scientology Organization, saw that his trust had no meaning and
19 that the massive frauds perpetrated about Hubbard's past,
20 credentials, and accomplishments would continue to be spread.

21 Less than three weeks before Defendant Armstrong left
22 Scientology, he wrote a letter to Cirrus Slevin on November 25,
23 1981, in which it is clear that his intentions in airing the
24 inaccuracies, falsehoods, and frauds regarding Hubbard were
25 done in good faith. In his letter he stated as follows:

26 "If we present inaccuracies, hyperbole
27 or downright lies as fact or truth, it
28 doesn't matter what slant we give them, if

1 disproved the man will look, to outsiders
2 at least, like a charlatan. This is what
3 I'm trying to prevent and what I've been
4 working on the past year and a half.

5 . . .

6 "and that is why I said to Norman that
7 it is up to us to insure that everything
8 which goes out about LRH is one hundred
9 percent accurate. That is not to say that
10 opinions can't be voiced, they can. And
11 they can contain all the hype you want.
12 But they should not be construed as facts.
13 And anything stated as a fact should be
14 documentable.

15 "we are in a period when
16 'investigative reporting' is popular, and
17 when there is relatively easy access to
18 documentation on a person. We can't delude
19 ourselves I believe, if we want to gain
20 public acceptance and cause some betterment
21 in society, that we can get away with
22 statements, the validity of which we don't
23 know.

24 "The real disservice to LRH, and the
25 ultimate make-wrong is to go on assuming
26 that everything he's ever written or said
27 is one hundred percent accurate and publish
28 it as such without verifying it. I'm

1 talking here about biographical or
2 non-technical writings. This only leads,
3 should any of his statements turn out to be
4 inaccurate, to a make-wrong of him, and
5 consequently his technology.

6 "That's what I'm trying to remedy and
7 prevent.

8 . . .

9 "To say that LRH is not capable of
10 hype, errors or lies is certainly ^{^sic} not
11 granting him much of a beingness. To
12 continue on with the line that he has never
13 erred nor lied is counterproductive. It is
14 an unreal attitude and too far removed from
15 both the reality and people in general that
16 it would widen public unacceptance.

17 . . .

18 ". . . That is why I feel the
19 falsities must be corrected, and why we
20 must verify our facts and present them in a
21 favorable light."

22
23 The remainder of the letter contains examples of facts
24 about Hubbard which Defendant Armstrong found to be wholly
25 untrue or inaccurate and which were represented as true by the
26 Hubbards and the Scientology Organization.

27 In December of 1981 Defendant Armstrong made the decision
28 to leave the Church of Scientology. In order to continue in

1 his commitment to Hubbard and Mr. Garrison in the biography
2 project, he copied a large quantity of documents, which Mr.
3 Garrison had requested or which would be useful to him for the
4 biography. Defendant Armstrong delivered all of this material
5 to Mr. Garrison the date he left the SEA Organization and kept
6 nothing in his possession.

7 Thereafter, Defendant Armstrong maintained friendly
8 relations with Hubbard's representatives by returning to the
9 Archives office and discussing the various categories of
10 materials. In fact on February 24, 1982, Defendant Armstrong
11 wrote to Vaughn Young, regarding certain materials Mr. Young
12 was unable to locate for Omar Garrison.

13 After this letter was written, Defendant Armstrong went to
14 the Archives office and located certain materials Mr. Garrison
15 had wanted which Hubbard representatives claimed they could not
16 locate.

17 At the time Defendant Armstrong left the SEA Organization,
18 he was disappointed with Scientology and Hubbard, and also felt
19 deceived by them. However, Defendant Armstrong felt he had no
20 enemies and felt no ill will toward anyone in the Organization
21 or Hubbard, but still believed that a truthful biography should
22 be written.

23 After leaving the SEA Organization, Defendant ARMstrong
24 continued to assist Mr. Garrison with the Hubbard biography
25 project. In the spring of 1982, Defendant Armstrong at Mr.
26 Garrison's request, transcribed some of his interview tapes,
27 copied some of the documentation he had, and assembled several
28 more binders of copied materials. Defendant Armstrong also set

1 up shelves for Mr. Garrison for all the biography research
2 materials, worked on a cross-reference systems, and continued
3 to do library research for the biography.

4 On February 18, 1982, the Church of Scientology
5 International issued a "Suppressive Person Declare Gerry
6 Armstrong," which is an official Scientology document issued
7 against individuals who are considered as enemies of the
8 Organization. Said Suppressive Person Declare charged that
9 Defendant Armstrong had taken an unauthorized leave and that he
10 was spreading destructive rumors about Senior Scientologists.

11 Defendant Armstrong was unaware of said Suppressive Person
12 Declare until April of 1982. At that time a revised Declare
13 was issued on April 22, 1982. Said Declare charged Defendant
14 Armstrong with 18 different "Crimes and High Crimes and
15 Suppressive Acts Against the Church." The charges included
16 theft, juggling accounts, obtaining loans on money under false
17 pretenses, promulgating false information about the Church,
18 its founder, and members, and other untruthful allegations
19 designed to make Defendant Armstrong an appropriate subject of
20 the Scientology "Fair Game Doctrine." Said Doctrine allows an
21 suppressive person to be "tricked, cheated, lied to, sued, or
22 destroyed."

23 The second declare was issued shortly after Defendant
24 Armstrong attempted to sell photographs of his wedding on board
25 Hubbard's ship (in which Hubbard appears), and photographs
26 belonging to some of his friends, which also included photos of
27 L.R. Hubbard while in seclusion. Although Defendant Armstrong
28 delivered the photographs to a Virgil Wilhite for sale, he

1 never received payment or return of his friend's photographs.
2 When he became aware that the Church had these photographs, he
3 went to the Organization to request their return. A loud and
4 boisterous argument ensued, and he eventually was told to leave
5 the premises and get an attorney.

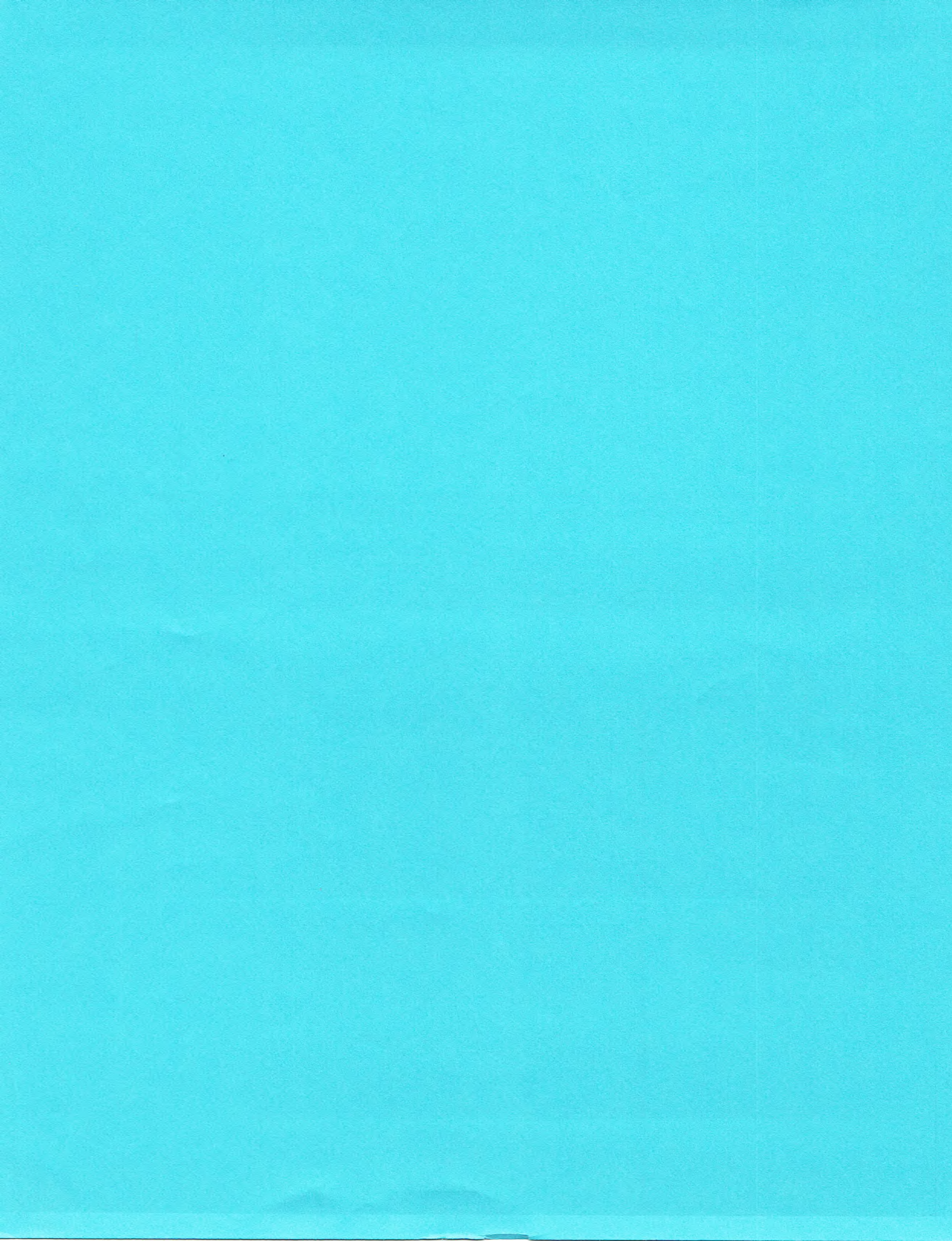
6 From his extensive knowledge of the covert and
7 intelligence operations carried out by the Church of
8 Scientology of California against its enemies (suppressive
9 persons), Defendant Armstrong became terrified and feared that
10 his life and the life of his wife were in danger, and he also
11 feared he would be the target of costly and harassing lawsuits.
12 In addition, Mr. Garrison became afraid for the security of the
13 documents and believed that the intelligence network of the
14 Church of Scientology would break and enter his home to
15 retrieve them. Thus, Defendant Armstrong made copies of
16 certain documents for Mr. Garrison and maintained them in a
17 separate location.

18 It was thereafter, in the summer of 1982, that Defendant
19 Armstrong asked Mr. Garrison for copies of documents to use in
20 his defense and sent the documents to his attorneys, Michael
21 Flynn and Contos & Bunch.

22 After the within suit was filed on August 2, 1982,
23 Defendant Armstrong was the subject of harassment, including
24 being followed and surveilled by individuals who admitted
25 employment by Plaintiff; being assaulted by one of these
26 individuals; being struck bodily by a car driven by one of
27 these individuals; having two attempts made by said individuals
28 apparently to involve Defendant Armstrong in a freeway

1 automobile accident; having said individuals come onto
2 Defendant Armstrong's property, spy in his windows, create
3 disturbances, and upset his neighbors. During trial when it
4 appeared that Howard Schomer (a former Scientologist) might be
5 called as a defense witness, the Church engaged in a somewhat
6 sophisticated effort to suppress his testimony. It is not
7 clear how the Church became aware of defense intentions to call
8 Mr. Schomer as a witness, but it is abundantly clear they
9 sought to entice him back into the fold and prevent his
10 testimony.

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Est.

NOT TO BE PUBLISHED

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE

CHURCH OF SCIENTOLOGY
OF CALIFORNIA,

Plaintiff
and Appellant;

MARY SUE HUBBARD,

Intervener
and Appellant,

v.

GERALD ARMSTRONG,

Defendant
and Respondent.

) B005912

(Super.Ct.No. C 420153)

COURT OF APPEAL-SECOND DIST.

FILED

DEC 18 1990

CLAY ROBBINS, JR. Clerk

Deputy Clerk

APPEAL from a judgment of the Superior Court of Los Angeles County. Paul C. Breckenridge, Jr., Judge.
Dismissed.

Rabinowitz, Boudin, Standard, Krinsky & Lieberman, Overland, Berke, Wesley, Gits, Randolph & Levanas, Peterson & Brynan, Eric M. Lieberman, Donald Randolph, Michael Lee Hertzberg and John G. Peterson for Appellant and Intervener.

Contos & Bunch, Flynn & Joyce, Bruce M. Bunch, Julia Dragojevic and Michael J. Flynn for Defendant.

The Church of Scientology of California (Church) sued former Church staff member Gerald Armstrong, alleging, inter alia, that he converted to his own use original confidential archive materials and photocopies of such materials, and disseminated the same to unauthorized persons, thereby breaching his fiduciary duty to the Church, which sought return of the documents, injunctive relief against further dissemination of the materials or information contained therein, imposition of a constructive trust over the property and any profits Armstrong might realize from his use of the materials, as well as damages. Mary Sue Hubbard, wife of Church founder L. Ron Hubbard, intervened in the action, alleging causes of action for conversion, invasion of privacy, possession of personal property [sic], and declaratory and injunctive relief. Armstrong cross-complained for damages for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract. The cross-complaint was severed from the complaint and has not yet been tried.

Following a lengthy trial on the complaint, the trial court determined, as reflected in its statement of decision, that the Church had "made out a prima facie case of conversion (as bailee of the materials), breach of

fiduciary duty, and breach of confidence (as the former employer who provided confidential materials to its then employee for certain specific purposes, which the employee later used for other purposes to plaintiff's detriment)." The court also found that Mary Sue Hubbard had "made out a prima facie case of conversion and invasion of privacy (misuse by a person of private matters entrusted to him for certain specific purposes only)."

The court found that Armstrong "did not unreasonably intrude upon Mrs. Hubbard's privacy under the circumstances", and that his conduct with respect to both plaintiffs was justified, in that he took and kept the documents because he believed that his and his wife's physical and mental well-being were threatened by the Church, and that he could only protect them by keeping the documents as evidence supportive of his statements about the Church, and by "going public" so as to minimize the risk that L. Ron Hubbard, the Church, or any of their agents would do him physical harm.

With respect to the materials taken by Armstrong, the court found "that neither plaintiff has clean hands, and that at least as of this time [neither is] entitled to the immediate return of any document or object[] presently retained by the court clerk."

Judgment was entered in Armstrong's favor on August 10, 1984.^{1/} With respect to the documents the court made the following orders:

"(a) All documents and objects received in evidence or marked for identification during trial, unless specifically ordered sealed, are matters of public record and shall be available for public inspection or use to the same extent that any such exhibit would be available in any other lawsuit;

"(b) Those exhibits specifically ordered sealed are as follows: Exhibits in Evidence Nos. 500-40; JJJ; KKK; LLL; MMM; NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ. Exhibits for identification only Nos. JJJJ; Series 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ, CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBB, OOOOOO, BBBBBBB;

"(c) The 'inventory list and description' of materials turned over by counsel for Defendant Gerald Armstrong to the Court shall not be considered or deemed to be confidential, private or under seal;

"(d) Defendant Gerald Armstrong and his counsel are free to speak or communicate upon any of Defendant Gerald Armstrong's recollections of his life as a Scientologist or upon the contents of any exhibit received in evidence or marked for identification and not specifically ordered sealed;

^{1/} The judgment is not included in the present record. We take judicial notice of the record in Roes 1-200 v. Superior Court (B010793, B010402, B012860) which does include a copy of the judgment entered herein.

"(e) As to all documents and other materials held under seal by the Clerk, Defendant Gerald Armstrong and his counsel shall remain subject to the same injunctions as presently exist, at least until the conclusion of the proceedings on the Cross-Complaint of Defendant Gerald Armstrong.

"(f) In any other legal proceedings in which defense counsel, Contos & Bunch and Michael J. Flynn, or any of them, is of record, such counsel shall have the right to discuss exhibits under seal, or their contents, if such is reasonably necessary and incidental to the proper representation of his or her client;

"(g) If any court of competent jurisdiction orders Defendant Gerald Armstrong or his counsel to testify concerning the fact of any such exhibit, document, object, or its contents, such testimony shall be given, and no violation of this judgment will occur;

"(h) Defendant Gerald Armstrong and his counsel may discuss the contents of any documents under seal or . . . any matters . . . which this Court has found to be privileged as between the parties hereto, with any duly constituted governmental law enforcement agency or submit any exhibits or declarations thereto concerning such document or materials, without violating this judgment;

"(i) All other documents or objects presently in the possession of the Clerk of the Court and not marked as court exhibits, shall be retained by the Clerk subject to the same orders as are presently in effect as to sealing and inspection; until such time as trial court proceedings are concluded as to the severed Cross-Complaint of Defendant Gerald Armstrong.

"(j) For the purposes of this Judgment,

conclusion will occur when any motion for new trial has been denied, or the time within [which] such a motion must be brought has expired without such a motion being made. At that time, all documents neither received in evidence, nor marked for identification only, shall be released by the Clerk to Plaintiff's [representatives]. Notwithstanding this Order, the parties may at any time, by written stipulation filed with the Clerk, obtain release of any or all such unused material;

"(k) This Court will retain jurisdiction to enforce, modify, alter or terminate any injunction included within this Judgment."

Plaintiffs' appeal, contending: (1) the defenses found by the trial court do not apply to their causes of action, (2) the defenses would not in any event defeat plaintiffs' claims for injunctive relief, (3) the trial court erred in applying the defense of unclean hands, (4) the court erred in unsealing certain of the documentary exhibits, and (5) the court erred in admitting "vast amounts" of hearsay and irrelevant evidence, resulting in a miscarriage of justice.

Armstrong contends the judgment is in all respects proper.

There is a threshold question, not raised by the parties, whether the judgment entered on the complaint is an

appealable judgment. "As our Supreme Court stated in Collins v. Corse (1936) 8 Cal.2d 123, 124 . . .: 'If it is not an appealable order, it is the duty of this court on its own motion to dismiss the appeal.'" (DeGrandchamp v. Texaco, Inc. (1979) 100 Cal.App.3d 424, 430.)

As a general rule, "an appeal will be dismissed where a purported final judgment is rendered in a complaint without adjudicating the issues raised by a cross-complaint." (9 Witkin, Cal. Procedure (3d ed. 1985) Appeal, § 56, p. 78.) "The authorities clearly hold that an action in which cross-complaint or counterclaim is also filed is not one wherein a multiplicity of final judgments may result. [Citations.]" (Clovis Ready Mix Co. v. Aetna Freight Lines (1972) 25 Cal.App.3d 276, 281.)

This is so because "[t]here can be but one final judgment in an action, and that is one which in effect ends the suit in the court in which it was entered, and finally determines the rights of the parties in relation to the matter in controversy. [Citations.]" (Stockton etc. Works v. Ins. Co. (1893) 98 Cal. 557, 577; DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p. 431.)

In DeGrandchamp, the court recognized that "[t]here are exceptions to this rule, and there is at least one acceptable device for avoiding it under certain circumstances." (DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p.431.) The only recognized exception relevant to our case is that discussed in Schonfeld v. City of Vallejo (1975) 50 Cal.App.3d 401, where the court considered the effect of severance pursuant to Code of Civil Procedure section, 1048^{2/} stating, at page 417: "Our research has disclosed no case that considers the conflict between the one final judgment rule and the severance

^{2/} Section 1048 provides, in part: "(b) The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue or of any number of causes of action or issues, preserving the right of trial by jury required by the Constitution or a statute of this state or the United States."

The Legislative Committee Comment--Assembly to section 1048 reads, in part: "Section 1048 does not deal with the authority of a court to enter a separate final judgment on fewer than all the causes of action or issues involved in an action or trial. See Code of Civil Procedure sections 578-579; 3 Cal.Jur.2d Appeal and Error § 40; California Civil Appellate Practice §§ 5.4, 5.15-5.26 (Cal.Cont.Ed.Bar 1966); 3 B. Witkin, California Procedure Appeal §§ 10-14 (1954). This question is determined primarily by case law, and Section 1048 leaves the question to case law development."

statute, Code of Civil Procedure section 1048. An eminent authority notes that '. . . in complicated cases the one final judgment rule proves to be a delusion, and appeals from separate final judgments in a single action continue to present the most difficult problems in the field of appellate procedure' (6 Witkin, Cal. Procedure, Appeal, § 37, pp. 4051 and 4052).^[3/] And we have indicated that even though a cause of action is severed and tried separately, pursuant to Code of Civil Procedure section 1048, a separate judgment is not necessarily the result (National Electric Supply Co. v. Mount Diablo Unified School Dist., 187 Cal.App.2d 418, 421-422 . . .)."

The Schonfeld court conceded that, "given the workload of the appellate courts of this state, it would be an unnecessary and wasteful burden for all concerned to rigidly adhere to the one final judgment rule. This court has previously indicated that pursuant to federal practice, separate appealable judgments may be rendered on counts that present separate claims for relief (Fed. Rules Civ. Proc., rule 54(b); see Reeves v. Beardall, 316 U.S. 283 [86 L.Ed.

^{3/} Now see 9 Witkin, California Procedure (3d ed. 1985) Appeal, section 44, pages 67- 68.

1478, 62 S.Ct. 1085]; Sears, Roebuck & Co. v. Mackey, 351 U.S. 427 [100 L.Ed. 1297, 76 S.Ct. 895]; Cold Metal Process Co. v. United Co., 351 U.S. 445 [100 L.Ed. 1311, 76 S.Ct. 904]; Wilson v. Wilson, 96 Cal.App.2d 589, 596 At the time of our decision in Wilson, no California court had recognized such an exception The test is whether the circumstances here presented are so unusual that postponement of the appeal until the final judgment on Schonfeld's fourth cause of action would cause so serious a hardship and inconvenience as to require us to augment the number of existing exceptions (U.S. Financial v. Sullivan, 37 Cal.App.3d 5, 11-12 . . . ; Western Electroplating Co. v. Henness, 172 Cal.App.2d 278, 283 . . . ; see Gombos v. Ashe [(1958) 158 Cal.App.2d 517] 523)." (Schonfeld v. City of Vallejo, supra, 50 Cal.App.3d at p. 418; DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p. 434.)

In Schonfeld, the court held that a final judgment resulted as to properly severed causes of action, i.e., those that raised issues separate and independent from the cause of action remaining to be tried. (Schonfeld v. City of Vallejo, supra, 50 Cal.App.3d at pp. 418-419.) In DeGrandchamp, on the other hand, the facts could not be brought within this rule, as at least two remaining causes

of action were "wholly dependent" upon the obligation which was the subject of the severed cause of action for declaratory relief upon which judgment had been entered. (DeGrandchamp v. Texaco, Inc., *supra*, 100 Cal.App.3d at p. 435; Highland Development Co. v. City of Los Angeles (1985) 170 Cal.App.3d 169, 179.)

The present case presents a somewhat different problem, as we are here concerned not with severance of a cause or causes of action, but of the complaint from the cross-complaint. The claims for relief are clearly separate and distinct. However, we cannot say that "the circumstances here presented are so unusual that postponement of the appeal until the final judgment on [the cross-complaint] would cause so serious a hardship and inconvenience as to require us to augment the number of existing exceptions [to the single judgment rule]." (Cf. Schonfeld v. City of Vallejo, *supra*, 50 Cal.App.3d at p. 418; Armstrong Petroleum Corp. v. Superior Court (1981) 114 Cal.App.3d 732, 737.)

Moreover, the record of the trial on the complaint, and the allegations of the cross-complaint, make it clear that there is considerable overlap of factual matters asserted as justification for Armstrong's taking of the

plaintiffs' documents, and alleged by him as having caused him damage. The trial court acknowledged this overlap when it granted the motion to sever, but apparently felt that resolution of the issues relating to the conversion cause of action might expedite resolution of the remaining issues.

The factual overlap might not preclude our review of the judgment entered herein, were it not for the documents which are inextricably entwined with both complaint and cross-complaint. The primary object of the complaint is repossession of the documents by the plaintiffs. The primary exhibits at trial of Armstrong's cross-complaint will also come from among the documents. The trial court found that they belonged to the plaintiffs, but that the plaintiffs had unclean hands which justified delaying their return until the judgment entered on the cross-complaint is final. At that time, all documents "neither received in evidence, nor marked for identification," are to be released to plaintiff's representatives. Thus the court's order contemplates and calls for retention of the documents until the conclusion of the trial on the cross-complaint, and fails thereafter to finally dispose of the documents entered as exhibits^{4/} or marked for identification, including a

^{4/} Code of Civil Procedure section 1952.2

(Footnote Continued)

number of sealed documents which are of particular importance to the plaintiff owners.

The upshot is that disposition of a number of documents is left for the trial court's consideration at the close of trial on the cross-complaint, and the present judgment is not a final judgment.

Inasmuch as counsel informed us at oral argument that trial of the cross-complaint is scheduled to commence in January 1987, the interests of judicial economy would best be served by dismissing the present purported appeal and remanding the cause to the trial court for determination and judgment at the conclusion of the trial on the cross-complaint. In accordance with the general rule (9 Witkin, Cal. Procedure, Appeal, § 56, supra), the appeal will be dismissed; the issues raised herein may be considered upon an appeal from the judgment following trial of the cross-complaint, insofar as they are not then moot.

(Footnote 4 Continued)

provides: "[Up]on a judgment becoming final, at the expiration of the appeal period, unless an appeal is pending, the court, on its discretion, and on its own motion by a written order signed by the judge, filed in the action, and an entry thereof made in the register of actions, may order the clerk to return all of the exhibits and depositions introduced or filed in the trial or a civil action or proceeding to the attorneys for the parties introducing or filing the same." (Emphasis added.)

DECISION

The appeal is dismissed. Each party to bear its own costs on this appeal.

NOT TO BE PUBLISHED

DANIELSON, J.

We concur:

KLEIN, P.J.

HERRINGTON, J.*

* Assigned by the Chairperson of the Judicial Council.

OFFICE OF THE CLERK
COURT OF APPEAL
STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT
CLAY ROBBINS, JR., CLERK

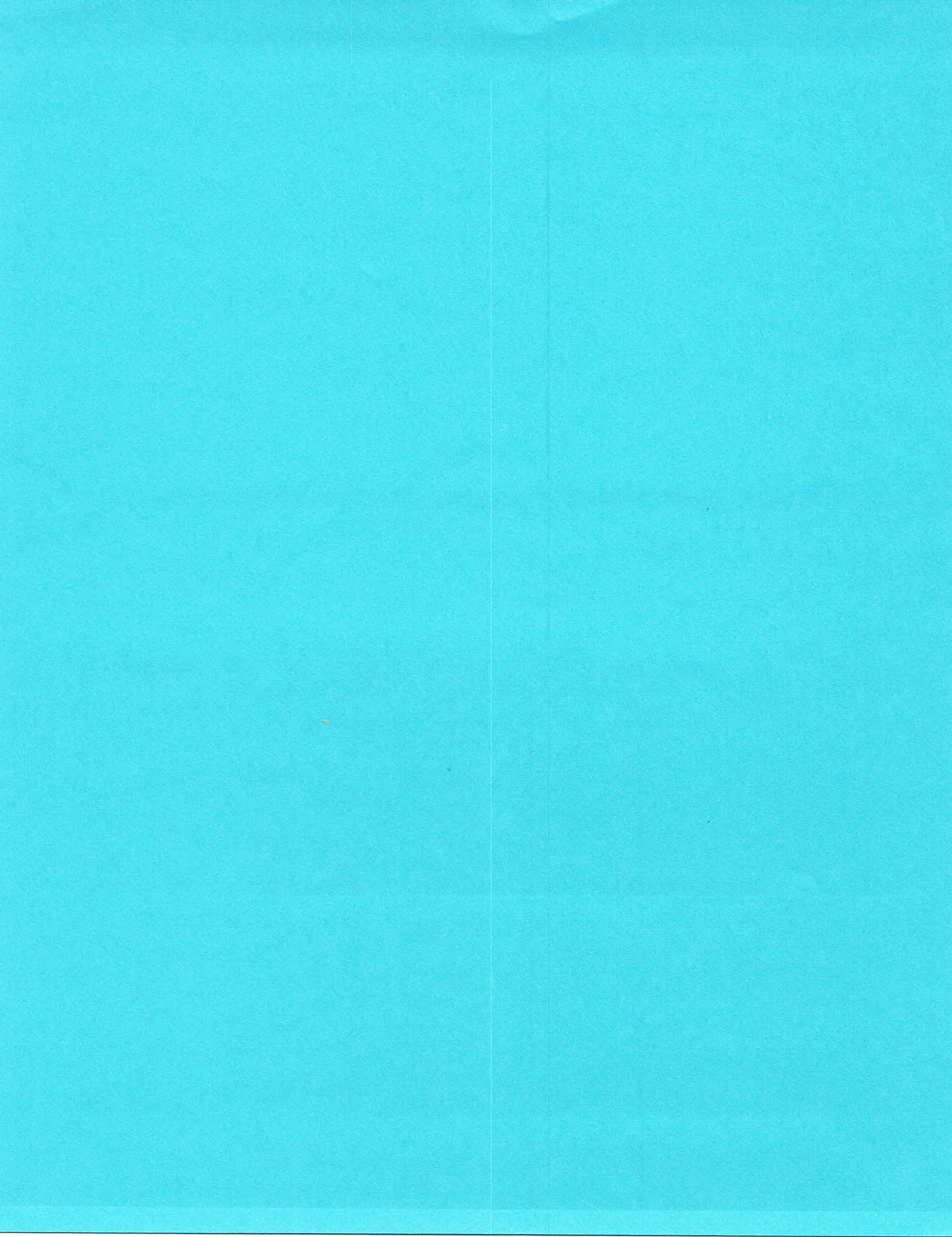
DIVISION: 3 DATE: 01/15/87

Rabinowitz, Boudin, Standard, Krinsky
Eric M. Lieberman
740 Broadway
New York, NY 10003

B005912

RE: Church of Scientology of California, Etc
vs.
Armstrong, Gerald
Hubbard, Mary Sue
2 Civil B005912
Los Angeles No. C420153

PETITION FOR REHEARING DENIED



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Toby L. Plevin, Esq. (213) 655-3183 6380 Wilshire Blvd., Suite 1600 L.A., CA 90048		TELEPHONE NO.: (213) 655-3183	CASE NUMBER: C 694 401
ATTORNEY FOR (Name): Bent Corydon			
NAME OF COURT: L.A.S.C.		DEPOSITION SUBPENA For Personal Appearance <input checked="" type="checkbox"/> and Production of Documents and Things	
POST OFFICE and STREET ADDRESS: 111 N. Hill St., L.A., CA 90012			
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT: Bent Corydon Church of Scientology International			

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone No. of deponent, if known):

Gerold Armstrong

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date: October 20, 1989	Time: 10:00 a.m.	Address: Law Offices of Ford Greene 711 St. Francis Drake San Anselmo, CA 94960
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- a. As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6).)
 - b. You are ordered to produce the documents and things described in item 3.
 - c. This deposition will be recorded by audiotape videotape and stenographically.
 - d. This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2. The personal attendance of the custodian of records or other qualified witness and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3. The documents and things to be produced and any testing or sampling being sought are described as follows:

See Exhibit "A", Attached

Continued on attachment 3.

4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may then ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

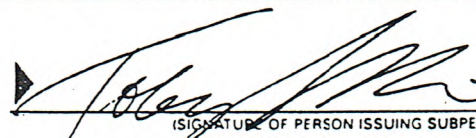
5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: _____ Clerk, by _____, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: September 28, 1989

Toby L. Plevin
(TYPE OR PRINT NAME)


(SIGNATURE OF PERSON ISSUING SUBPENA)
ATTORNEY FOR PLAINTIFF
(TITLE)

(See reverse for proof of service)

1 EXHIBIT "A" TO SUBPOENA DUCES TECUM

2 SCHEDULE OF DOCUMENTS TO BE PRODUCED

3 The witness is requested to produce all these documents as
4 described below, within his possession, custody or control.

5 A. DEFINITIONS AND EXPLANATIONS

6 1. As used herein, the term "document" includes all
7 written, typewritten, printed and graphic materials of whatever
8 kind or nature, including, but not limited to, correspondence,
9 notes, memoranda, telegrams and cables, telexes, telecopies,
10 panafaxes, publications, contracts, agreements, insurance
11 policies, minutes, offers, analyses, projections, studies, books,
12 papers, records, reports, lists, calendars, diaries, statements,
13 complaints, filings with any court, tribunal or governmental
14 agency, corporate minutes, partnerships, agreements, ledgers,
15 transcripts, summaries, agendas, bills, invoices, receipts,
16 estimates, evaluations, personnel files, certificates,
17 instructions, manuals, bulletins, advertisements, periodicals,
18 accounting records, checks, check stubs, check registers,
19 cancelled checks, money orders, negotiable instruments, sound
20 recordings, films, photographs, mechanical or electronic
21 recordings, tapes, transcriptions, blueprints, computer programs
22 and data, and data processing cards.

23 2. As used herein, the term "document" further means all
24 writings, originals and duplicates as defined in California
25 Evidence Code Sections 250, 255, and 260, whether in draft, or
26 otherwise, including but not limited to, copies and non-identical
27 copies (whether different from the originals because of notes or
28

1 marks made on or attached to said copies, or otherwise).

2 3. The words "and" and "or" as used herein shall both mean
3 "and/or."

4 4. If in response to this Notice to Produce Documents at
5 Deposition you decline or refuse to produce any document based
6 upon a claim of privilege, at the time of taking of this
7 deposition you will be expected to state with respect to each
8 such document the following:

9 (a) An identification of the document with reasonable
10 specificity and particularity, including its nature (memo,
11 letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of privilege
14 is based or which supports said claim;

15 (d) With respect to each person who was present at the
16 time the document was prepared:

17 (1) Their name and last known business and
18 residential addresses and telephone numbers; and

19 (2) Their employer and job title or capacity at
20 the time that the document was prepared;

21 (e) With respect to each individual and entity to whom
22 the original or a copy of the document was sent:

23 (1) Their name and last known business and
24 residential addresses and telephone numbers;

25 (2) Their employer and job title or capacity at
26 the time that the original or the copy of the document
27 was sent to them;

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(3) The date(s) when the document or copy was sent; and

(4) By whom the document or copy was sent;

(f) With respect to each individual and entity who to the best of your knowledge, information or belief has seen the original or any copy of the document:

(1) Their name, and last known business and residential addresses and telephone numbers;

(2) Their employer and job title or capacity at the time the document or copy was seen by them; and

(3) The date(s) when the document or copy was seen by them.

(g) With respect to each individual or entity who to the best of your knowledge, information or belief had possession or custody of the original or any copy of the document:

(1) Their name, and last known business and residential addresses and telephone numbers;

(2) The inclusive dates during which they had possession or custody of the document or copy; and

(3) Their employer and job title or capacity at the time that they had possession of the document or copy; and

(h) Identify with reasonable specificity and particularity each document which refers to, discusses, analyzes, or comments upon the document which you claim is privileged, or which contains any and all of its contents.

1 B. DOCUMENTS AND THINGS TO BE PRODUCED

2 1. Any and all agreements and mutual releases between you
3 and any and all Church of Scientology entities and individuals
4 arising out of the lawsuit captioned Church of Scientology of
5 California v. Gerold Armstrong and the related cross-action.

6 2. Any and all documents referring or relating in any way
7 to the agreement(s) and/or release(s) in Category 1 above
8 including without limitation affidavits of compliance and
9 correspondence or memos explaining the terms of the agreement.

10 3. Any and all documents referring or relating to
11 potential threats of enforcement of the agreements and releases
12 referenced in Category 1, above.

13 4. Any and all documents received by you subsequent to the
14 agreements and/or releases set forth in Category 1 above from
15 any Scientology organization or person or from any person you
16 believe to be representing or working on behalf of any
17 Scientology organization or person.
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1 Lawrence E. Heller, Esq., Bar No. 69770
2 TURNER, GERSTENFELD, WILK & TIGERMAN
3 8383 Wilshire Boulevard
4 Suite 510
5 Beverly Hills, California 90211
6 (213) 657-3100

7
8 Attorneys for Defendants
9 AUTHOR SERVICES, INC.

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 BENT CORYDON,) CASE NO. C 694 401
14)
15 Plaintiff,)
16 vs.)
17)
18 CHURCH OF SCIENTOLOGY)
19 INTERNATIONAL, INC.,)
20 etc. et al.,)
21 Defendants.)
22)
23)
24)
25)
26)
27)
28)

DATE: November 16, 1989
TIME: 9:00 a.m.
DEPT: 44

TO: PLAINTIFF AND HIS ATTORNEYS OF RECORD HEREIN.

PLEASE TAKE NOTICE that on November 16, 1989 at 9:00 a.m.,
or as soon thereafter as counsel can be heard, in Department 44
of the above-entitled Court located at 111 North Hill Street,
Los Angeles, California, defendant AUTHOR SERVICES, INC.
("defendant ASI" hereinafter) will move the Court for an order
to restrain plaintiff from taking certain third party
depositions.

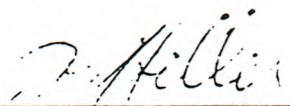
1 This application is made on the ground that great and
2 irreparable harm will result to defendant ASI unless a
3 restraining order is issued enjoining plaintiff from taking
4 certain third party depositions, or conditioning those
5 depositions upon a showing of relevance.

6 This Motion will be based upon this Notice, the attached
7 Memorandum of Points and Authorities, the pleadings, records and
8 files in this action, and such evidence as may be presented at
9 the hearing of the Motion.

10 Dated: October 27th, 1989

11 TURNER, GERSTENFELD, WILK & TIGERMAN

12
13 BY:



14 Lawrence E. Heller
15 Attorneys for Defendants
16 AUTHOR SERVICES, INC.
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1 virtually all of the "Wollersheim-like" cases (where former
2 Scientology staff members or parishioners instituted litigation
3 against Scientology). Those settlements alleviated the truly
4 gargantuan time and financial resources which would have been
5 wasted in the absence of such a settlement. To effect these
6 settlements also required an exercise of good faith on behalf of
7 adverse litigants and attorneys who had been fiercely battling
8 for a number of years prior to entering into the settlements.

9 One of the key ingredients to completing these settlements,
10 insisted upon by all parties involved, was strict
11 confidentiality respecting: (1) the Scientology parishioner or
12 staff member's experiences within the Church of Scientology; (2)
13 any knowledge possessed by the Scientology entities concerning
14 those staff members or parishioners; and (3) the terms and
15 conditions of the settlements themselves. Peace has reigned
16 since the time the interested parties entered into the
17 settlements, all parties having exercised good faith in carrying
18 out the terms of the settlement, including the obligations of
19 confidentiality.

20 Comes now the plaintiff herein, BENT CORYDON, and acting
21 the role of a one man wrecking crew, he serves multiple
22 subpoenas in a wholesale manner upon these former plaintiffs
23 (and in some cases defendants); seeking material totally
24 irrelevant to the issues involved in his litigation.

25 Without any question, CORYDON's intent in serving these
26 various subpoenas requesting depositions and the production of
27 documents is to drive a wedge between these settling parties, in
28 an illegal attempt to extort a settlement of his own from the

1 defendants herein. Even a glance at the Request for Documents
2 served as part of CORYDON's subpoena duces tecum re deposition
3 upon these settling parties indicates that he has no interest in
4 any issues respecting plaintiff's case. Rather, CORYDON appears
5 to be on a mission to torpedo what can only be characterized as
6 good faith, effective settlements which have alleviated a vast
7 burden upon this Court. (See subpoena served upon one Homer
8 Schomer, an individual who had sued various Scientology entities
9 and this moving defendant in the Federal Court of the Central
10 District of California, attached hereto as Exhibit "A").

11 Attached to these moving papers is the declaration of one
12 of the litigants who settled against Scientology, the aforesaid
13 Homer Schomer. Mr. Schomer's declaration, conclusively exhibits
14 that he has no evidence concerning CORYDON or CORYDON's
15 relationship with any Scientology entity, is perhaps the best
16 evidence of CORYDON's bad faith in attempting to effect the
17 subject deposition discovery.

18 The other third parties CORYDON has subpoenaed to deposition
19 that ASI knows of have even less information concerning CORYDON.
20 For instance one of the potential deponents who CORYDON has been
21 trying to serve is attorney Michael J. Flynn, a Boston lawyer
22 involved in most of the settlements which transpired some two
23 and one-half (2-1/2) years ago.

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26 ¹Even a cursory review of the documents requested in Mr.
27 Schomer's subpoena indicate that they have nothing to do with Mr.
28 CORYDON's case. They relate solely to the Settlement Agreement
and documents attendant to that settlement. It is inconceivable
that any of these documents could be relevant, even pursuant to
discovery standards, to any issue in the instant litigation.

1 CORYDON and his attorney, Toby L. Plevin, obviously feel
2 that they have hit upon a weak spot within the Church of
3 Scientology's resolve to effectively defend this litigation.
4 Their tactic is to illegally threaten to compel by subpoena
5 disclosure of confidential material irrelevant to the issues in
6 his case. The fact that CORYDON's and Ms. Plevin's litigation
7 tactics are in bad faith and an abuse of this Court's process
8 appears to be of no avail to them.

9 CORYDON has been in litigation with most of the defendants
10 herein for approximately eight (8) years. CORYDON sought
11 dismissal of the litigation which he had previously instituted
12 in the County of Riverside prior to the time that it was to go
13 to trial in that Court, after he had litigated that case for
14 over five (5) years. CORYDON thereafter instituted this
15 litigation, clearly once again with no intent of going to trial
16 on the merits, but rather in an attempt to "blackmail" these
17 defendants through an attack upon the good faith settlements
18 into which they had previously entered.

19 This moving party, (AUTHOR SERVICE, INC.) which was a party
20 to at least one of the aforementioned settlements beseeches this
21 Court to prevent CORYDON and/or his attorney from engaging in
22 these unethical tactics under the guise of free wheeling
23 discovery. These parties would ask this Court to issue a
24 protective order preventing these depositions from going forward

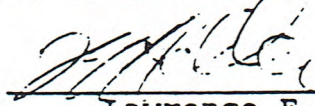
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1 at least until CORYDON and his attorney have exhibited the
2 relevance of these depositions.

3 Dated: October ~~2~~⁴, 1989

4 TURNER, GERSTENFELD, WILK & TIGERMAN

5 BY: 
6 _____
7 Lawrence E. Heller
8 Attorneys for Defendants
9 AUTHOR SERVICES, INC.

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DECLARATION OF LAWRENCE E. HELLER

I, LAWRENCE E. HELLER, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of California and am a principal in the law firm of Turner, Gerstenfeld, Wilk & Tigerman. In said capacity, I am responsible for the defense of the within action on behalf of defendants AUTHOR SERVICES, INC. ("ASI") and BRIDGE PUBLICATIONS, INC. ("BPI"). Furthermore, I was the attorney for ASI with regard to certain settlements in which ASI was a settling party which are referred to in these moving papers. Accordingly, all of the following information is of my own personal knowledge and I am available and competent to personally testify thereto if necessary.

2. I was personally involved in the settlements which are referred to in these moving papers which transpired some two and one-half years ago. Those settlements concerned well over a dozen plaintiff litigants as well as various Church of Scientology entities and other third parties sued as defendants. Those settlements also concerned ASI, a defendant in this matter, which was a co-defendant in one of those many actions. The settlement negotiations which took place stretched over the course of several months, culminating in a multi-week session in a hotel in the city of Los Angeles where most of the lawyers (and some of the parties) involved in litigation met extensively.

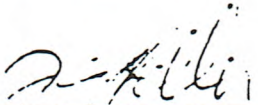
3. Settlement negotiations, which were not supervised by any court, were arduous and, as is often the case in these

1 instances, sometimes contentious. However, a "universal
2 settlement" was ultimately entered into between the numerous
3 parties. The universal settlement provided for non-disclosure
4 of all facts underlying the litigation as well as non-disclosure
5 of the terms of the settlements themselves. The non-disclosure
6 obligations were a key part of the settlement agreements
7 insisted upon by all parties involved.

8 4. The contractual non-disclosure provisions were the one
9 issue which was not debated by any of the parties or attorneys
10 involved. In the last two and one half (2-1/2) years the
11 settlements have been carried out in good faith by all parties.
12 I consider my contribution, as well as the contribution of the
13 other attorneys involved in the settlements, to have been of
14 great benefit to this and other Courts in that it alleviated
15 literally months upon months of trial time which would have been
16 necessary had the settlements not been properly effected.

17 I declare under penalty of perjury that the foregoing is
18 true and correct.

19 Executed this 23 day of November 1989, at Beverly Hills,
20 California.

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22 _____
23 Lawrence E. Heller
24 Declarant
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DECLARATION OF HOWARD D. SCHOMER

I, Howard D. Schomer (also known as Homer Schomer),
declare as follows:

1) For a number of years I was involved in intense
litigation with various Church of Scientology entities. I
was represented by Michael J. Flynn, a Boston attorney, as
well as the law firm of Contos & Bunch, A California law
firm.

2) Approximately two and one half years ago my lawsuit
was settled along with various other lawsuits and claims
which were at that same time pending against Scientology.
The settlements, to my knowledge, also included litigation
that Scientology entities had pending against various
persons and entities.

3) I am aware of the fact that the settlement
negotiations stretched over a lengthy period of time and
involved numerous attorneys, including those representing
me. Since the time of the settlement there have been no
problems between Scientology and me, we each appear to have
gone our own ways. The other parties who I know, who
settled their matters with Scientology at the time of my
settlement, to my knowledge have also been at peace with
Scientology.

4) I was recently subpoenaed to a deposition by BENT
CORYDON in this case. I am not sure why I was subpoenaed
since I have virtually no knowledge concerning Mr. Corydon

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and know nothing of his experiences within the Church of Scientology.

5) I believe I met Mr. Corydon on one brief occasion while we were both in the Church of Scientology, either in Florida or in Los Angeles. The meeting consisted of no more than an introduction and a quick exchange of social pleasantries.

6) I have no knowledge concerning Mr. Corydon's experiences within the Church nor do I know anything about what transpired between Mr. Corydon and Scientology after he left the Church (which I am told was prior to the time I left Scientology in December of 1982).

7) Since I left Scientology I have spoken to Mr. Corydon on one or two occasions when he telephoned me asking me for information that he could use in a book he was then writing about Scientology. ^{*}This was in late 1986, a number of years after both Mr. Corydon and I had left Scientology.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of October, 1989 at Pomona, California.

Howard Schomer
HOWARD SCHOMER
Declarant

* HE ALSO CAME TO MY APARTMENT APPROX DEC/1986 WHERE HE TAPED AN INTERVIEW FOR FACTS FOR HIS BOOK FOR APPROX 2 HOURS. Howard Schomer
10-28-89

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8383 Wilshire Boulevard, Suite 510, Beverly Hills, California 90211.

On November 1, 1989, I served the foregoing document described as NOTICE OF MOTION AND MOTION OF DEFENDANT AUTHOR SERVICES, INC. TO DELAY OR PREVENT THE TAKING OF CERTAIN THIRD PARTY DEPOSITIONS BY PLAINTIFF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF LAWRENCE E. HELLER AND HOWARD SCHOMER IN SUPPORT THEREOF by placing [] the original [x] a true copy thereof enclosed in sealed envelopes addressed as follows:

Toby Plevin, Esq., 6380 Wilshire Boulevard,
Suite 1600, Los Angeles, CA 90048

William Dresher, Esq., Wyman, Bautzer, Kuchel & Silbert
Two Century Plaza, 14th Floor,
2029 Century Park East, Los Angeles, CA 90067

Kendrick Moxon, Esq., Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028

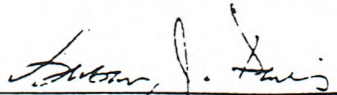
[] BY MAIL - I deposited such envelope in the mail at Beverly Hills, California. The envelope was mailed with postage thereon fully prepaid as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Beverly Hills, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[x] BY PERSONAL SERVICE - I delivered such an envelope by hand to the offices of the addressee.

[x] (State) I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 1, 1989, at Beverly Hills, California.



Susan (J.) Davis

After an initial 10% of the income has been deducted for research, and an additional 10% taken to operate as a reserve, the remaining 80% is allocated into the categories of 31% to salaries, 4% for payroll deductions, 17% for building expenses, 21% for organizational expenses and 7% to commissions.

It is ridiculous to think that the Church's Flag Land Base, which is composed of hundreds of staff in a number of different buildings, and which delivers Scientology counselling and training to thousands of parishioners on a weekly basis, would be able to cover its expenses using only 10 percent of its weekly income.

Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources.

Mr. Hubbard hardly needed any income from the Church of Scientology. As one of the most prolific and popular authors in history, his income speaks for itself. L. Ron Hubbard's career as a writer spanned more than 50 years, with over 22 million copies of his fiction books sold.

Since October 1982, there have been over 1,900,000 of Mr. Hubbard's fiction books sold. In 1985 and 1986 alone, 3,907,522 nonfiction books by L. Ron Hubbard were sold.

An unprecedented event in publishing history, L. Ron Hubbard's "Dianetics: The Modern Science of Mental Health," originally published in 1950 and carried on the prestigious New York Times best-seller list, returned to the New York Times list for over six months in 1986 and 1987. Mr. Hubbard's income from the royalties on sales of his extremely popular books is self-explanatory.

Not only was Mr. Hubbard not making his income from the Church of Scientology, but he also gave the majority of his estate to the Church in his will.

COMBAT IN WORLD WAR II

John Sanborne, one of Corydon's main sources for this book, claims that L. Ron Hubbard had not been in combat during World War II.

However, an Action Report from May 1943 shows that L. Ron Hubbard, as the Commanding Officer of the submarine chaser PC 815, engaged in direct combat with two submarines off the coast of Oregon.

TRAVELS IN ASIA

Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard " ... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period, during which his travels were quite extensive.

Chapter 8

HOMER SCHOMER

Homer Schomer is a good example of the discreditable sources Corydon used for his book.

Schomer, a former Scientologist and staff member, was proven to be a perjurer during his testimony in a court case between the Church of Scientology and Julie Christofferson in 1985.

Homer had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case.

In 1984, Schomer also attempted to extort money from the Church of Scientology. In sworn affidavits, two Church staff members testified that when they met with Schomer in his own home in an attempt to help him reconcile his differences with the Church, Schomer offered to "stay quiet" about information that he felt could be damaging to the Church, if the Church paid him the exorbitant sum of \$200,000.00.

Schomer was also involved in passing stolen sacred and confidential Church scriptures to the Los Angeles law firm of Charles O'Reilly. In a hearing in the Church of Scientology's lawsuit on this matter, it was clearly shown that Schomer had provided copies of the stolen materials to O'Reilly's firm.

The materials were originally stolen in Denmark by an apostate former member of the Church and were then disseminated to the United States.

In the above-mentioned hearing, the judge precluded any further use and dissemination of the stolen Church scriptures. (See chapter entitled "David Mayo.")

Schomer's record as a perjurer, extortionist and thief has been disregarded by Corydon, who apparently could find no better "sources" for his book.

Chapter 14

REHABILITATION PROJECT FORCE

Corydon devotes a chapter in his book to the Church of Scientology's Rehabilitation Project Force (RPF). In this chapter, he includes such statements as the claim that individuals on the RPF are "slaves who eat scraps" and have "the look of hunted animals."

This perhaps would be a fine piece of sensational writing for the National Enquirer, but such a description of the Rehabilitation Project Force is a complete fabrication.

Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book, however, is completely contrary to his own previous sworn affidavit about the RPF.

(Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters: See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher.)

The Rehabilitation Project Force, as its name indicates, is a program with the purpose of rehabilitating individuals.

It is not uncommon for executives in high-pressure jobs in the business world to suffer from "burnout" and be totally unable to continue with their jobs. In the Sea Organization, if an individual is unable to keep up with the demands of his job or if he continually transgresses against the policies of his group, steps are taken to help the person so that he again becomes a contributing member of his organization. There are many different actions and programs which aide a Church staff member in this way. One of these is the Rehabilitation Project Force.

Individuals who go to the RPF do so of their own free will. If someone chooses not to do the RPF, he is free to leave. The fact is that those who are desirous of working in the Church and are interested in improving themselves (which is the very essence of what Scientology is all about), join the Rehabilitation Project Force by their own choice.

Individuals on the Rehabilitation Project Force receive extensive spiritual counseling. In exchange, they do work such as landscaping, building renovations and so forth.

Deponent: Kenneth David Long
Deponent's First Affidavit
Sworn on 5th October 1987
In support of Plaintiff
Resworn on 7th October 1987

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

1987 C No.6140

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED Defendants

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for 11 years, and a member of the Church's staff for 7 years. I am employed by the Church of Scientology of California (hereinafter called "the Church") which is a non-profit

making religious corporation registered in California since 1954. My duties for the past 5 years have required that I work closely with and assist Church counsel in all phases of litigation in the United States, including the Church's litigation with Gerald D. Armstrong.

2. I have caused to be reviewed a manuscript of approximately 375 pages and entitled "Bare-Faced Messiah" by Russell Miller. There is now produced and shown to me marked "KDL 1" a copy of Mr. Miller's manuscript. This book contains direct quotes from unpublished writings of L. Ron Hubbard including personal diaries. From reading this manuscript it is self-evident that the unpublished quotes could not have been included without having the documents at hand. These documents could not have been obtained except by unauthorised access to them.

3. Mr. Miller in his publication goes into a rather detailed explanation as to how Gerry Armstrong, an ex-employee of the Church, had acquired these private writings of Mr. Hubbard's while working as a researcher on a biography of Mr. Hubbard. My affidavit will explain how these unpublished writings could only have come from Gerry Armstrong in breach of his agreements to keep these private writings absolutely confidential.

4. Gerald Armstrong was an employee of the Church from February 1969 to December 1981. There is now produced and shown to me marked "KDL 2", as evidence of Mr. Armstrong's employment, a copy of the W-2 Wage and Tax Statements issued by the Church for Mr. Armstrong during the years 1977 and 1978. There is also now produced and shown to me marked "KDL 3" a copy of an Affidavit executed by Mr. Armstrong on April 12, 1980, in which Mr. Armstrong affirmed at paragraph 1 that he was employed by the Church.

5. On January 8, 1980, Mr. Armstrong requested permission from the Founder of the religion of Scientology, Mr. L. Ron Hubbard, to be allowed to create a position within the Church which would compile, protect and preserve Mr. Hubbard's personal papers. Mr. Armstrong informed Mr. Hubbard that his purpose in making the request was because the position would require that "the person doing such would have to have your trust". There is produced and shown to me marked "KDL 4" a copy of Mr. Armstrong's request of January 8, 1980 to Mr. Hubbard. As the Court will see, Mr. Armstrong's request was copied to his supervisors within the Church in the upper right hand corner of the first page.

6. Upon Mr. Armstrong's request, the Church then allowed Mr. Armstrong to create a position within a division of the Church known as the "Personal Office of LRH". There is now

produced and shown to me marked "KDL 5" a copy of the Fictitious Business Name Statement of March 12, 1980 which established the Personal Office of LRH as a fictitious name for the Church of Scientology of California. Mr.

Armstrong's new position was entitled "Senior LRH Personal Public Relations Officer Researcher" ("Snr R Pers PRO Researcher"). There is now produced and shown to me marked "KDL 6" a copy of the dispatch distributed by Mr. Armstrong on February 3, 1980, announcing his assumption of the new position.

7. As the Court will see, Mr. Armstrong was aware of his obligation to hold confidential the information he obtained as an employee of the Church long before he assumed the position of Researcher in 1980 and he continued to remain aware of this obligation while holding that position. There is now produced and shown to me marked "KDL 7" a copy of the Non-Disclosure and Release Bond executed by Mr. Armstrong on March 18, 1977 in which Mr. Armstrong acknowledged his employment with the Church and that any information or knowledge obtained by him as an employee was done so in a relationship of trust and confidence and imparted to him a fiduciary duty to the Church. There is also now produced and shown to me marked "KDL 8" a copy of the dispatch dated February 22, 1980 and written by Mr. Armstrong, in which he describes the value of the materials which he was collecting

and requesting increased security arrangements for the office in which those materials were to be stored. As the Court will see, Mr. Armstrong stated that he would sleep in the office to ensure the safety of those documents until such time as the security arrangements had been enhanced. There is now also produced and shown to me marked "KDL 9" a dispatch by Mr. Armstrong of May 14, 1980, in which he stated that other Church staff were "extremely reluctant" to furnish him with personal information about Mr. Hubbard's family and friends, and in which Mr. Armstrong obtained access to such information after assuring his fellow staff "as to the confidentiality these files are given".

8. On October 30, 1980, AOSH DK Publications and author Omar V. Garrison entered into an Agreement under which Mr. Garrison was to engage in the writing of a biography of Mr. Hubbard. There is now produced and shown to me marked "KDL 10" a copy of the agreement between Mr. Garrison and AOSH DK Publications. Shortly thereafter, AOSH DK Publications requested assistance from the Church in executing the terms of its agreement with Mr. Garrison, and specifically the assignment of a Church employee who would work as an assistant to Mr. Garrison and "assist in research and office duties as needed". There is now produced and shown to me marked "KDL 11" a copy of the letter of November 14, 1980 sent by the Secretary of the Board for AOSH DK Publications

to the Board of Directors for the Church. As the Court will see, the Board of Directors for the Church confirmed the agreement with the terms of the letter, and later ratified its agreement in a written Resolution. There is now produced and shown to me marked "KDL 12" a copy of the Resolution adopted by the Board of Directors of the Church in adopting the agreements proposed by AOSH DK Publications. Mr. Armstrong was the Church employee thereafter provided to Mr. Garrison pursuant to this agreement.

9. Mr. Armstrong assisted Mr. Garrison as a researcher and office assistant until he voluntarily terminated his employment with the Church on December 12, 1981. As the Court will see, by the time Mr. Armstrong left the Church he had furnished Mr. Garrison with "a great deal of materials" which were in Mr. Garrison's possession. There is now produced and shown to me marked "KDL 13" a copy of Mr. Armstrong's letter of December 12, 1981, in which he resigned his position in the Church.

10. On August 2, 1982, the Church brought a lawsuit against Gerald Armstrong, under two causes of action, namely, conversion and breach of fiduciary relationship, in respect of which the Church sought injunctive relief and imposition of a constructive trust. There is now produced and shown to me marked "KDL 14" a true and accurate copy of the

complaint. On August 24, 1982, the Honourable Judge John L. Cole of the Los Angeles County Superior Court issued a Temporary Restraining Order requiring Mr. Armstrong, his counsel, and all other persons participating or working in concert with Mr. Armstrong to surrender to the Clerk of the Los Angeles Superior Court all of the documents taken by Mr. Armstrong. There is now produced and shown to me marked "KDL 15" a copy of the Temporary Restraining Order. As the Court will see, the terms of that Order specified that the documents surrendered to the Court would remain under seal, available only to the parties in the action and only for purposes of that action.

11. On October 4, 1982, the Honourable Judge John L. Cole issued an order superseding the Temporary Restraining Order, but which maintained the sealing and confidentiality provisions of his prior Order pending resolution of the matter. There is now produced and shown to me marked "KDL 16" a copy of the Preliminary Injunction dated October 4, 1982.

12. On June 24, 1983 after several disputes over the writing of the LRH biography, Mr. Garrison entered into a Settlement Agreement with New Era Publications, the successor corporation to AOSH DK Publications. There is now produced and shown to me marked "KDL 17" a copy of the

public settlement agreement, in which Mr. Garrison acknowledged that he returned all copies of the materials furnished to him to the Church of Scientology International and that he has no right of possession to any of those materials.

13. Trial was heard on the Church's suit against Mr. Armstrong from May 3, 1984 through June 8, 1984. On June 20, 1984 the trial court issued a Memorandum of Intended Decision which, on July 20, 1984, was held to be the Statement of Decision. As the Court will see, the trial court ruled that the Church had made out a prima facie case against Mr. Armstrong for conversion, breach of confidence, breach of fiduciary relationship and invasion of privacy, but that Mr. Armstrong was justified in having taken the materials. The trial court also ordered certain of the previously sealed exhibits to remain under seal while unsealing the majority of the previously sealed trial exhibits. The trial court also ordered that the documents surrendered to the Clerk of the Court pursuant to the Temporary Restraining Order of August 1982 which had not been introduced during trial were to remain under seal pending trial of a separate suit brought by Mr. Armstrong against the Church. There is now produced and shown to me marked "KDL 18" a true and accurate copy of the Memorandum of Intended Decision dated June 20, 1984. This decision is

currently still on appeal.

14. Following the trial, the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986. There is now produced and shown to me marked "KDL 19" true and accurate copies of the sealing orders.

In December 1986, as the result of a settlement agreement reached between the Church and Mr. Armstrong in relation to Mr. Armstrong's cross-complaint, the trial court ordered the documents be returned to the Church. There is now produced and shown to me marked "KDL 20" a true and accurate copy of the December 11, 1986 Order issued by the trial court allowing for the return of the trial exhibits to the Church. The trial exhibits were then returned to the Church without their ever having been made available by the court to the general public for copying.

15. As the Court will see in reviewing "KDL 20", referred to immediately above, the settlement agreement entered into by the Church and Mr. Armstrong did not affect the Church's appeal of the trial court's decision in its case against Mr. Armstrong. In addition to seeking the numerous temporary sealing orders described above following the 1984 trial, the Church had also initiated proceedings to appeal the trial court's July 20, 1984 ruling. That appeal is still pending

with the California Court of Appeal and the action is still very much alive.

16. As stated above I have reviewed the manuscript by Russell Miller entitled "Bare-Faced Messiah". I have also caused to be reviewed certain documents returned to the Church by the court in December 1986 after the settlement with Mr. Armstrong. Mr. Miller's manuscript contains a number of direct quotes taken from these documents which were held under seal by the court.

17. At page 24 of the manuscript, Mr. Miller both refers to information contained in, and quotes directly from, Mr. Hubbard's Boy Scout diary. This diary was never introduced at trial of the action against Mr. Armstrong and so has never been unsealed nor made available to the general public.

18. At pages 45 to 46 of the manuscript, a letter from Mr. Hubbard's mother to Mr. Hubbard is quoted. This document has never been made available to the general public.

19. At pages 81 to 82 of the manuscript, large portions of a letter from Mr. Hubbard to his wife, Polly, are quoted. That letter, which I believe to be dated July 21, 1938, was

taken by Mr. Armstrong and then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Mr. Armstrong, and so has never been unsealed or made available to the general public.

20. At page 90 of the manuscript, a sentence from a one page letter from Mr. Hubbard to the Cape Cod Instrument Company is quoted. That letter was taken by Mr. Armstrong as part of a larger compilation of documents concerning a cruise taken by Mr. Hubbard, and was then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Armstrong, and so has never been unsealed or made available to the general public.

21. At pages 107 to 108 of the manuscript, several sentences written by Mr. Hubbard on January 6, 1944 in a Journal he kept as an officer in the U.S. Navy are quoted. That Journal was taken by Mr. Armstrong and then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Mr. Armstrong and so has never been unsealed or made available to the general public.

22. At pages 23 to 25, 29 to 34 and 37 to 45 of the manuscript, numerous passages are directly quoted from three diaries kept by Mr. Hubbard between 1927 and 1929.

These diaries primarily concern several trips made by Mr. Hubbard to the Orient, including Japan, China and Hong Kong. These have never been available to the general public.

23. On page 258 of the manuscript, Mr. Miller both quotes from and gives information from a "Tentative Constitution for Rhodesia", written by Mr. Hubbard. This document has never been available to the general public.

24. Mr. Armstrong testified during a deposition taken on August 1, 1986 that he had met Mr. Miller in approximately May of 1986. Mr. Armstrong indicated that not only did he believe that Mr. Miller had archival documents, but also that Mr. Miller was aware of the litigation arising out of Mr. Armstrong's breach of fiduciary duty to the Church and would have had or read documents about the Church's suit against him in this respect. Mr. Armstrong also indicated that he had furnished Mr. Miller with documents and information, although he did not identify which documents he had provided to Mr. Miller. There is now produced and shown to me marked "KDL 21" a true and accurate copy of Mr. Armstrong's testimony of August 1, 1986 concerning his contact with Mr. Miller.

25. Mr. Miller, by his own admission, is fully aware that the Church issued legal proceedings against Mr. Armstrong

for removal of Mr. Hubbard's confidential documents from the Church while Mr. Armstrong was employed by the Church. Mr. Miller is also fully aware that the Church has appealed the decision of the Los Angeles Superior Court, and that these confidential documents, the contents of some of which Mr. Miller is now seeking to publish, still remained under court seal when he obtained them from Mr. Armstrong.

26. For the reasons stated above, I know that the documents quoted and paraphrased in Mr. Miller's manuscript were not available to him from the court. I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal. I also know that Mr. Armstrong had contact with Mr. Miller as early as mid-1986. Based on these facts, it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no-one else other than Mr. Armstrong had access to these documents. Given these facts I am greatly concerned that Mr. Miller may still be in possession of copies of the said documents and may disseminate confidential information contained therein by distributing copies of the said documents to third parties or in some other manner impart the information contained therein to

such third parties.

27. I have read the affidavit written by David Morton Ziff and understand that Mr. Ziff's affidavit states that he witnessed the taking of a photograph of L. Ron Hubbard on the ship "Apollo" in Portugal in 1970. Mr. Ziff attaches to his affidavit a photograph of L. Ron Hubbard and states that the photograph was taken by Sylvia Calhoun, who at the time was employed by the Church as the "LRH Photographer". This unpublished photograph of L. Ron Hubbard is owned by the Church and the negative of the photograph is in the possession of the Church. There is now produced and shown to me marked "KDL 22" a copy of a photograph of L. Ron Hubbard which is the same photograph of Mr. Hubbard taken by Sylvia Calhoun on the ship Apollo in 1970 as described in the affidavit of Mr. Ziff.

28. There is now produced and shown to me marked "KDL 23" a copy of an advertisement which appeared in the publication "Bookseller", Issue number 4256, dated July 17, 1987. This advertisement depicts the forthcoming book "Bare-Faced Messiah, the True Story of L. Ron Hubbard" and includes a picture of L. Ron Hubbard, which is the same photograph of L. Ron Hubbard marked "KDL 22" which was taken by Sylvia

Calhoun and the copyright in which is owned by the Church as described above. The use of this photograph of L. Ron Hubbard in the advertisement in "Bookseller" is unauthorized and hence an infringement of the copyright in this photograph owned by the Church. I also believe that the photograph of L. Ron Hubbard and design surrounding it in the magazine advertisement in "Bookseller" is a depiction of the front of the dust cover of Russell Miller's forthcoming book. The use of Mr. Hubbard's photograph on the front of the dust cover is likewise unauthorized and an infringement of the Church's copyright in the afore-mentioned photograph of L. Ron Hubbard.

29. I have read the affidavit written by Julie Fisher and understand that Mrs. Fisher's affidavit states that she was one of the individuals who was photographed with L. Ron Hubbard in the Dutch Antilles in late 1974 and early 1975. Mrs. Fisher attaches to her affidavit a photograph of herself, other Church staff and L. Ron Hubbard, and states that the photograph was taken by Maude Castillo, who at the time was employed by the Church as the "LRH photographer". Maude Castillo took this photograph of L. Ron Hubbard in her capacity as a photographer for the Church. The copyright in this unpublished photograph of L. Ron Hubbard is owned by the Church of Scientology of California and the negative of the photograph is in the possession of the Church. There is

now produced and shown to me marked "KDL 24" a copy of a photograph of L. Ron Hubbard which is the same photograph of Mr. Hubbard taken by Maude Castillo in late 1974 and early 1975 as described in the affidavit of Mrs. Julie Fisher and produced there as Exhibit "JT 1".

30. There is now produced and shown to me marked "KDL 25" a copy of a page from Mr. Miller's manuscript. This page includes a photograph depicting L. Ron Hubbard and Church staff, and is the same photograph of Mr. Hubbard marked "KDL 24" that was taken by Maude Castillo and which is owned by the Church as described above. The planned use of this photograph of L. Ron Hubbard by Mr. Miller is unauthorised and hence an infringement of the copyright in this photograph owned by the Church of Scientology of California.

31. The Church has spent thousands of man hours and millions of dollars since 1982 in order to uphold the duty it owed to Mr. Hubbard as the bailee for his materials when they were taken by Mr. Armstrong. If Mr. Miller's manuscript is published with the direct quotations and paraphrases taken from Mr. Hubbard's personal documents, it will completely frustrate the purpose of the appeal by the Church now pending before the Los Angeles Superior Court by making public the very documents whose confidentiality the Church and the Courts have protected for the past five

years.

32. If Mr. Miller is allowed to publish his manuscript containing very personal and intimate details about Mr. L. Ron Hubbard with his photograph referred to in paragraph 29 above as well as the photograph on the dust cover, the buyers may very well at first glance be led to believe that the book has been supported or approved by the Church. Nothing could be further from the truth as the book has been written entirely without the Church's participation.

33. The Church is engaged in the preparations for an official biography of Mr. L. Ron Hubbard. Should Mr. Miller be permitted to use the hitherto unpublished photographs hereinbefore referred to at paragraphs 27 and 29, the Church would be deprived of its first publication rights in respect of the said photographs.

34. If Mr. Miller is allowed to publish the confidential information contained in Mr. Hubbard's personal and private documents, the confidentiality of that information will be forever lost. The Church will be irreparably harmed, without any adequate remedy in monetary terms, as the Court cannot order the bell be unring once it has been rung, or determine how far the sound has reached.

33

35. For the reasons I have set out in paragraphs 33 to 36 above, I verily believe that damages would not be an adequate remedy and I ask this Honourable Court to grant an injunction in the terms sought to restrain publication of Mr. Miller's book.


36. I understand that, under the law of the United Kingdom as well as under the laws of the United States, it is necessary to protect the person against whom an injunction is sought by giving an undertaking to cover any damages that might result should the injunction be issued and later be found to have been wrongly issued. The Church can and will make good any such undertaking of monetary damages that might be required. The last published accounts of the Church show a net worth of approximately \$14,000,000. There is now produced and shown to me marked "KDL 26" a copy of the balance sheet as at November 30, 1986.

SWORN at *Sand Hill*)
Stonor, East Gwent)
West Sussex)
)

Kenneth David Long


This 5th day of *October* 1987

Before me,


S. N. BIRDS -
A Solicitor.

RESWORN at 23/27)
Fleet Street)
London EC4)
this 7th day of)
October 1987)

Before me,


A Solicitor:
4.2.11.1987

KOLO
 ✓ KT2

Wage and Tax Statement 1977

CHURCH OF SCIENTOLOGY OF CALIFORNIA
 5930 FRANKLIN AVENUE
 HOLLYWOOD, CALIF. 90028
 95-6099543 205-0917-0

Type of plan (for 401(k) plans, 408(a) plans, 408(b) plans, 409(a) plans, 409(b) plans, 409(c) plans, 409(d) plans, 409(e) plans, 409(f) plans, 409(g) plans, 409(h) plans, 409(i) plans, 409(j) plans, 409(k) plans, 409(l) plans, 409(m) plans, 409(n) plans, 409(o) plans, 409(p) plans, 409(q) plans, 409(r) plans, 409(s) plans, 409(t) plans, 409(u) plans, 409(v) plans, 409(w) plans, 409(x) plans, 409(y) plans, 409(z) plans)		Copy 1 For State, City, or Local Tax Dept.	
Employee's social security number 265-81-2049		Employer's copy compared <input type="checkbox"/>	
Federal income tax or none NONE		Total FICA wages	
Wages, tips, and other compensation 346.00		FICA employee tax withheld	
Type or plan (Employee's name, address and ZIP code below)		Was employee covered by a qualified pension plan, etc.?	
Gerald David Armstrong 210 S. Fort Harrison Clearwater, Florida 33516		1	
State or local tax withheld		State or local wages	
0		0	
State or local tax withheld		State or local wages	
0		0	

T-076411

15	222	205-0919-0		
CHURCH OF SCIENTOLOGY OF CALIFORNIA-5930 FRANKLIN AVE. HOLLYWOOD, CA 90028 95-6099543			Make No Entry Here	
265 81 2049	NONE	34.40		
GERALD DAVID ARMSTRONG 210 South Fort Harrison Ave. Clearwater, Florida, 33516			NO	
Wage and Tax Statement 1978			Copy 1 For State, City, or Local Tax Department Employee's and employer's copy compared <input type="checkbox"/>	

Form W-2

Department of the Treasury - Internal Revenue Service

TYPE OF HEARING Final
 CASE NO. C420153
 DEPT. EXH. NO. V
 ADMITTED IN EVIDENCE
 DATE 5-30-84
 JOHN J. COCONA COUNTY CLERK
 BY: C. Clark DEPUTY

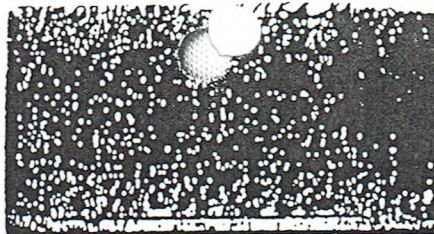
KT 2

41

State of California)
County of Los Angeles)

88

AFFIDAVIT



BURDEN
KID

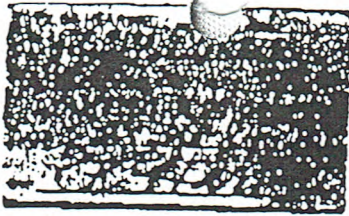
I Gerry Armstrong, of Los Angeles California, hereby depose and state the following:

1. That I am a member of the Church of Scientology of California and am employed by this Church.
2. That from July 1976 to December 1977 I was working within a section of the Church known as the Rehabilitation Project Force hereinafter referred to as the RPF at the Church of Scientology of California located in Clearwater Florida.
3. That from August 1977 up through November 1977 I had personally known and had the opportunity to observe an individual known to me as Tonja Burden.
4. That during this period of August 1977 to November 1977 Tonja Burden was also working in the RPF at the Church located in Clearwater Florida.
5. That I have read an affidavit signed by Tonja Burden dated 25 January 1980, in which she describes living and working conditions Tonja claims to have existed in the RPF during the time period of August 1977 to November 1977.
6. On page 9 of Tonja Burden's affidavit she swears that: "In the RPF you were labeled 'treasonous'..." I personally know that no one was labeled 'treasonous' because they were in the RPF, including Tonja Burden.
7. On page 9 and 10 of Tonja Burden's affidavit she swears that: "and forced to work 18 hours a day, 7 days a week" in regards to the schedule she alleged to have had to maintain in the RPF. I personally know that neither Tonja Burden nor anyone else worked a schedule of 18 hours a day for 7 days a week. The actual schedule of the RPF was as follows; 8 hours of work a day; 7 1/2 hours of sleep; 1/2 hour for each meal break three times a day; 1/2 hour for hygiene; 1/2 hour for a meeting of all individuals in the RPF; and 6 hours devoted to spiritual counseling or training to be able to administer spiritual counseling to another. This was the schedule that I personally observed Tonja Burden adhere to while she was in the RPF from August 1977 to November 1977.
8. On page 10 of Tonja Burden's affidavit she swears that: "and often times received only 'rice and beans' and water" in regards to the food she alleged to have received. I personally know that Tonja Burden never ate rice and beans and water while on the RPF. I also personally know that no one else ate only rice and beans and water while Tonja Burden was on the RPF from August 1977 to November 1977.

KT 3

4 5

AB



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KDL7

NONDISCLOSURE AND RELEASE

BOND

Know All Men by These Presents, that CAROL DAVID ARMSTRONG
of Clearwater, Florida (hereinafter called "the
Obligor"), is held and firmly bound to the Church of
Scientology of California (hereinafter called "the Church"),
a corporation its principal place of business being Clear-
water, Florida, in the sum of Ten Thousand Dollars (\$10,000.00),
to be paid to the said Church, its executors, administrators,
or assigns, as liquidated damages and not as a penalty, for
the payment of which sum, well and truly to be made, the
Obligor hereby binds himself, his heirs, executors, adminis-
trators and assigns firmly by these presents.

3 P...
KDL-7

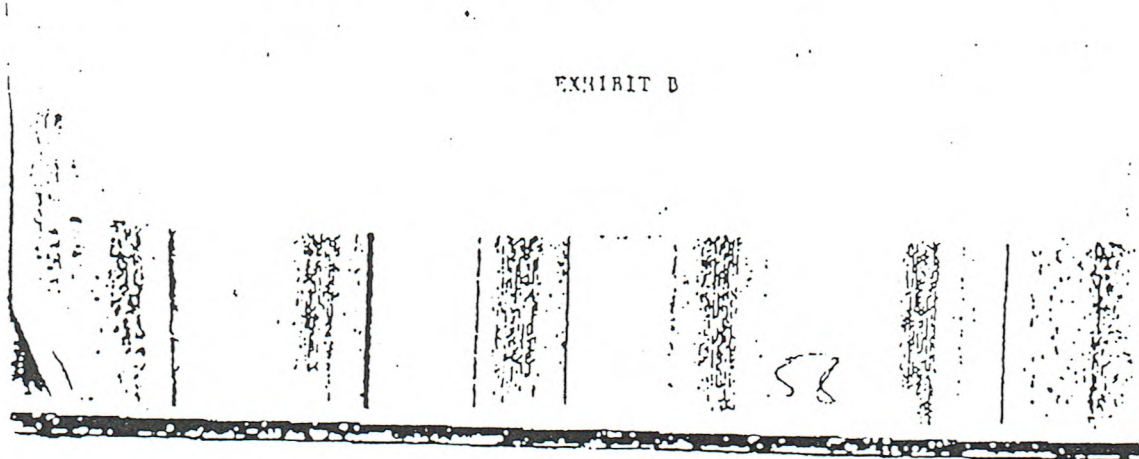
WHEREAS the Church has hired or otherwise employed said
Obligor;

AND WHEREAS, Obligor is employed by the Church and is
receiving the services and ministrations of the Church;

AND WHEREAS, Obligor wishes to remain in the services
of the Church and wishes to continue receiving compensation
for work rendered by him/her in service of the Church;

NOW THEREFORE the above written obligation is con-
ditioned to be void in case the Obligor shall hereafter

EXHIBIT B



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
DISTRICT OF MASSACHUSETTS
CASE NO. CV8504853R (MAX)
MBD 86-109

MICHAEL J. FLYNN, *
Plaintiff, *
VS. *
CHURCH OF SCIENTOLOGY, ET AL, *
Defendants. *

CONTINUING DEPOSITION OF
GERALD ARMSTRONG taken pursuant to Notice
under the Massachusetts Rules of Civil
Procedure, before Kallie M. Hagman, a Notary Public and
Certified Shorthand Reporter in and for the
Commonwealth of Massachusetts at the offices
of Geller & Weinberg, 80 Boylston Street,
Boston, Massachusetts, on August 1, 1986,
commencing at 10:45 a.m.

68

EYAL Reporting Service
468 Commercial Street Boston, Mass. 02109
723-8432

SEP 18 '87 23:00

2136604182 OSA INT

P47

293

DEPOSITIONS (State - Federal -

County Court Reporting Service Since 1971

the City of Boston

1 A P P E A R A N C E S:

2 MICHAEL A. TABB, ESQ.
3 Flynn, Joyce & Sheridan
4 400 Atlantic Avenue
5 Boston, MA 02210

6 ERIC D. BLUMENSON, ESQ.
7 56 Temple Street
8 Boston, MA 02114

9 ALSO PRESENT:

10 Ken Long
11 David Butterworth
12 Mike St Amand

13
14
15
16
17
18
19
20
21
22
23
24

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DEPOSITIONS (State - Federal) -

Quality Court Reporting Services Since 1971

See Other Reproductions by Bureau 1

1 Q. Okay. Okay. Have you ever met
2 Russell Miller?

3 A. Yes.

4 Q. And who is he?

5 A. Russell Miller is a human male, I
6 guess about -- I think he is English.
7 Certainly has an English type of accent. He
8 is probably in his -- I would say -- 40's. He
9 was or is connected with a newspaper, that may
10 be the London Sunday Times. He could be an
11 agent of the organization. He could be an
12 agent of the federal government. He could be
13 working for the KGB or he could be none of the
14 ~~above~~, but at least I recognize the name.

15 Q. When you met with him, did you think
16 he might be an agent for one of the
17 organizations you just named?

18 A. I considered that he might be an agent
19 of the organization.

20 Q. What about for the KGB?

21 A. That seemed like less of a possibility.
22 That seemed that the KGB was less interested
23 in --

24 Q. What about for the government?

70

See Other Microfilm Reel for Screen One

DECLASSIFIED (State - Federal - Patent)

Quality Court Reporting Service Since 1971

1 A. Well, that possibility existed -- maybe
2 for Her Majesty's Government.

3 Q. Why did you meet with Russell Miller?

4 A. Well, because I'll meet with anyone
5 who asks to meet with me.

6 Q. When did you meet with him?

7 A. I would say approximately two months
8 ago.

9 Q. How many meetings have you had with
10 him?

11 A. Two or three. I believe one, although
12 we may have -- he may have been in the office
13 and he may have fallen out of my view, at some
14 point talked to someone else or gone to the
15 head or something, but my recollection is that
16 there was one day, certainly time in which I
17 had a lengthy conversation with him.

18 Q. And what was the date?

19 A. I couldn't tell you. It was
20 definitely a work day and it was around noon.

21 Q. In the law office?

22 A. I believe we started there and then we
23 went to lunch.

24 Q. And where did you go to lunch?

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1 A. A little cafe, just the other side of
2 the --

3 Q. How did you happen to meet with
4 Russell Miller? Who contacted whom?

5 A. Well, he certainly contacted me. I
6 didn't know who he was until he called or you
7 know, he originated the whole thing.

8 Q. What is -- what was the first contact
9 you had with him?

10 A. Well, in that I met him only the one
11 time that I recall, I would have to say that
12 the contact with him was telephonics.

13 Q. And what -- he called you, correct?

14 A. Well, I have never to my knowledge or
15 recollection ever called him, and if I did
16 call him, it was only to return his call.

17 Q. So, that's -- what was the --

18 MR. TABB: Before we go on
19 with this line of questioning, Mr. Blumenson,
20 does this have any relevance to the Flynn case?

21 MR. BLUMENSON: Yes.
22 Calculated to lead to the discovery of
23 admissible evidence.

24 MR. TABB: Are we going to

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OF POSITIONS (State -- Federal -- State)

United States Reporting Service Since 1971

1 go into every conversation Gerry Armstrong had
2 since December 1981?

3 MR. BLUMENSON: We have a
4 stipulation that served the purpose of saving
5 time if that's your concern, Mike.

6 MR. TABB: You are belly
7 aching about loosing a half an hour and you
8 ask irrelevant questions. We will get some of --

9 MR. BLUMENSON: Okay. Let
10 me be the judge.

11 BY MR. BLUMENSON:

12 Q. Now, what was the content of the first
13 phone call? What do you recall being stated
14 in the telephonic conversation?

15 MR. TABB: Unless you can
16 show me some relevance to this case, I'm not
17 going to let you go into every conversation
18 Gerald Armstrong has had with everyone over
19 the last four years. It is not relevant. It
20 is invasion of Mr. Armstrong's privacy. It
21 may be an invasion of the First Amendment, and
22 I don't think you are entitled to have it.

23 BY MR. BLUMENSON:

24 Q. What was your purposes in meeting with

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DEPOSITIONS (State - Federal - Pat.)

Quality Court Reporting and Transcription Services 1971

1 Mr. Miller?

2 A. He asked to meet with me.

3 Q. And why did he want to meet with you?

4 A. He wanted to talk to me.

5 Q. About?

6 A. I would say that most of his
7 conversation had to do with L Ron Hubbard.

8 Q. All right. Was he writing a book?

9 A. I'm not sure if he was at the time or
10 if the idea that he was working on got changed
11 into a book or if he is indeed doing a book or
12 if he has done a book. I'm not aware of any
13 of those things.

14 Q. Did you give him documents?

15 A. Well, I don't know if I did, and I
16 rather doubt it. I may have at the request of
17 Mr. Flynn or someone. I don't know what.

18 Q. You do recall that he probably
19 received some documents from the office though?

20 A. Yes. I can't tell you -- I can't tell
21 you what, but yes, he would have gotten some.

22 Q. And do you recall the identity of any
23 of these documents at all?

24 A. No. I couldn't identify them now.

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On Office Information System by Bureau Clerk

DEPOSITIONS (State - Federal - Patent)

Quality Court Reporting Services Since 1971

1 Q. And --

2 A. He had tons. He had transcripts and
3 you know, I think the -- probably a lot of it
4 was, there is this standard pack of documents,
5 you know, a lot of press and junk. Boy, I
6 don't have an exact recollection.

7 Q. And did you talk about Eugene Ingram
8 with Mr. Miller?

9 A. Ingram?

10 Q. Yes.

11 A. Well, if he would have asked about
12 Ingram, I certainly would have.

13 Q. And you were willing to meet with
14 anyone from the press, isn't that correct?

15 A. Not on every occasion but just about.
16 If someone says I am willing to meet with you,
17 unless that it might be a, you know, problem,
18 an ethical problem and I'm willing to meet
19 with these guys. So, you know, it is that
20 kind of a thing. Not everyone in the world is
21 beating down my door to talk to me.

22 Q. Would you say that you have talked to
23 over 50 reporters since you left the Church?

24 A. No. I think 50 would be too many.

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DEPOSITIONS (State - Federal - Patent)
Quality Court Reporting Services Since 1971

In Case of Discrepancies Refer to Source Data

1 Q. Between 30 and 50?

2 A. I don't know. Maybe I could get up to
3 30, but it would really be -- you are giving
4 awfully short shifts to some of those
5 reporters.

6 Q. Have you ever turned down a request by
7 a reporter to talk to you?

8 A. I may have. You know, there have been
9 times when I just was so, you know, the press
10 is not particularly, you know, they are not my
11 favorite people.

12 Q. Do you believe that you have gotten a
13 fair shake from -- strike that.

14 Have you ever contacted the
15 press yourself?

16 A. I think so. I think that, yes,
17 definitely. There was one time in Florida --
18 no, not in Florida. No, it was in Oregon when
19 I contacted -- this got on the radio and he
20 just went on this tirade against -- we're
21 going to get Judge Breckenridge, and I tried
22 to call in, it was KABC, it was a network. I
23 picked it up in the Michael Jackson Show.

24 That's, you know -- and

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DEPOSITIONS (State - Patent)

Quality Court Reporting Services Since 1971

1 there may be another -- couple other times.
 2 There may be times when I called them because
 3 I wanted to correct something, but generally,
 4 I don't go out of my way to, you know --

5 Q. Did you have any conversation with
 6 Russell Miller about the archival documents?

7 A. I probably did. You know, that's
 8 clearly -- I mean, I believe he would have
 9 documents, had or read or knew about my case
 10 by that time. He was sort of aware of
 11 Gerald Armstrong's part in the whole
 12 Scientological enigma or problem or situation
 13 or whatever it is.

14 Q. Do you recall what or can you identify
 15 documents you talked about with Russell Miller?

16 A. No.

17 Q. And did you show him any?

18 A. Now, when you are talking about
 19 archival documents, you are talking about the
 20 documents which are under seal, right?

21 Q. That's correct.

22 A. Not no trick questions? So, only the
 23 sealed ones?

24 Q. Yes.

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DEPOSITIONS (State - Federal - Patent)

Quality Court Report by Services Since 1971

See Other Depositions for Names of

1 A. So, not any of the ones which we
 2 agreed yesterday came in through
 3 Christofferson?

4 Q. Not any of the ones which were
 5 unsealed during the --

6 A. -- Christofferson proceeding.

7 Q. Do you recall Judge Breckenridge's
 8 procedural trial?

9 A. How about Christofferson?

10 Q. That's right. We'll include that as
 11 well?

12 A. Okay. So the answer is no. I didn't
 13 give him any archive documents or show him. I
 14 certainly discussed them.

15 Q. You did potentially give him documents
 16 which came from the Christofferson trial that
 17 had previously been sealed documents?

18 A. I would have approached it this way.
 19 I would not give him anything which was so
 20 voluminous that it was going to be incredibly
 21 costly for the firm. That is one criteria
 22 which you can assume.

23 Q. Can you just answer my question? It
 24 was a different question. You probably did

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the other transcription for the same case

DEPOSITIONS (State - Federal - Patent)

Quality Court Reporting Services Since 1977

1 give him documents that had previously been
 2 sealed but which you regarded as not sealed
 3 because they were in the Christofferson trial,
 4 correct?

5 A. If probably means possibly?

6 Q. Yes.

7 A. You know, possibly.

8 Q. So, I'll say possibly?

9 A. So possibly, yes.

10 Q. Okay. So, did you -- was there any
 11 transfer of money or promises or promises to
 12 transfer money between you and Russell Miller?

13 A. No.

14 Q. And have there between the Flynn firm
 15 and Russell Miller?

16 A. There is none that I know of so --

17 Q. Have you read anything by
 18 Russell Miller?

19 A. Yes.

20 Q. What did you read?

21 A. I read -- damn, I think -- I think
 22 there is a little -- there is a little note
 23 that came out, a little card like that and it
 24 said something like thank you for the

79

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SEP 19 '87 08:21

DEPOSITIONS (State - Federal - Patent)

Quality Court Reporting Service Since 1978

DEPOSITIONS (State - Federal - Patent)

Quality Court Reporting Services Since 1971

1 interview and that was about it.

2 Q. Okay. You haven't read anything that
3 he wrote about Scientology or L Ron Hubbard?

4 A. No. Is there something?

5 Q. I'm asking the questions. I don't
6 know of any but your understanding was that he
7 was writing, potentially writing a book or an
8 article about L Ron Hubbard?

9 A. Well, I wasn't quite -- I don't think
10 he seen or got into with me the direction of
11 where it was going, but I believe that
12 certainly L Ron Hubbard appeared to be the
13 focus at some level.

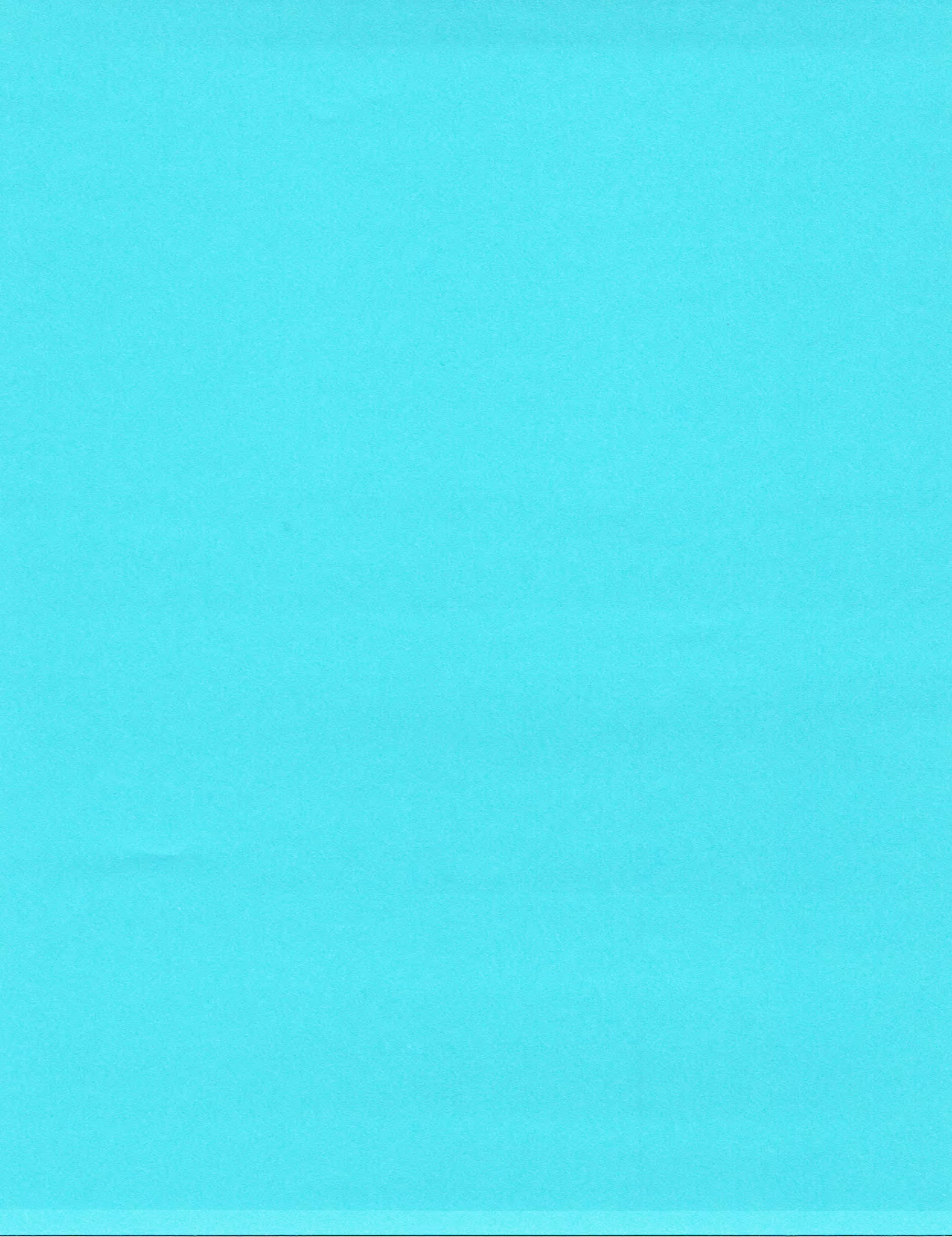
14 Q. And you are writing a book about
15 L Ron Hubbard yourself, aren't you?

16 A. No. My last book is not in the same --
17 my book is not a religion book. My book is
18 not a Paulette Copper book, a Koffman book or --
19 and my book is not a, I believe, a
20 Russell Miller book. Most those people are --

21 Q. I'm asking you not about what it is
22 not, I am asking you whether your second book
23 is about L Ron Hubbard?

24 A. Oh, the second one, the one I'm

KL



Deponent: Kenneth David Long
Deponent's: Second Affidavit
Sworn on 5th October 1987
In Support of Plaintiff

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

1987 C No. 6140

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA

(Plaintiff)

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED

(Defendants)

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:

1. I have been a member of the Church of Scientology for eleven years, and employed by the Church of Scientology of California (hereinafter the "Church") for the past seven years. The Church is a non-profit making religious

corporation registered in California since 1954. My duties for the past five years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I wish to inform the Court at the very outset of this Affidavit that it is not in any way the intention of the Church to prevent the publication of Mr. Miller's book, or the Sunday Times serialisation of Mr. Miller's book. It is, however, the full intention of the Church to prevent publication of the photographs owned by the Church, and the information and documents obtained from the Church as a result of a breach of confidence and in violation of court orders.

3. I have been deeply involved in the litigation of the case of (Church of Scientology of California and Mary Sue) (Hubbard v. Gerald Armstrong), Los Angeles Superior Court case number C 420153, since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trial proceedings in May and June, 1984.

4. As will be made clear for the Court in the paragraphs immediately following, the Church's case against Mr. Armstrong

involved thousands of documents covering a wide range of subjects. Mr. Armstrong admitted in oral testimony given in August 1982 that he had taken over 5,000 pages of original documents and 5,000 pages of xeroxed copies of documents, all of which originated from the Archives then maintained by the Church of Scientology of California. There is now produced and shown to me marked as "KDL 27" pages 234 to 235 from the deposition of Gerald Armstrong taken on August 18, 1982. As will also be made clear for the Court in the paragraphs immediately following, the vast majority of the documents taken by Mr. Armstrong remained under seal without interruption from September 1982, when Mr. Armstrong and his counsel surrendered said documents into the custody of the Clerk of the Los Angeles Superior Court, until December 1986, when said documents were returned to the Church. Additionally, through the efforts of Church representatives and counsel, the remaining documents likewise remained under seal throughout the same period, and were never available for copying by members of the public.

5. It was the theft by Mr. Armstrong of those documents, which included the boyhood diaries and journals of Mr. L. Ron Hubbard, letters between Mr. Hubbard and his family, correspondence between Mr. Hubbard and his friends and associates spanning over forty years, Mr. Hubbard's military records, and so forth, which formed the basis for the Church's action against Mr. Armstrong on August 2, 1982.

6. On August 24, 1982, the Los Angeles Superior Court issued a temporary restraining order, a copy of which was attached to my previous Affidavit of October 5, 1987 as Exhibit "KDL 15." That temporary restraining order required Mr. Armstrong, his attorneys, agents, and all persons working in concert or participation with him to surrender to the Clerk of the Court all of the materials originating in the Church archives which had been taken by Mr. Armstrong. The order further required that the materials, when surrendered to the Court, be maintained under seal and available only to the parties for use in that litigation only. This temporary restraining order was then superseded, on September 24, 1982, by a preliminary injunction, which was also attached to my prior Affidavit as Exhibit "KDL 16." The preliminary injunction maintained the sealing provisions established by the temporary restraining order.

7. The preliminary injunction remained in full force and effect with respect to all of the documents surrendered by Mr. Armstrong and his counsel until June 20, 1984, following a trial of the case against Mr. Armstrong. Attached to my previous Affidavit of October 5, 1987, as Exhibit "KDL 18," is a copy of the June 20, 1984 Memorandum of Intended Decision. That decision modified the preliminary injunction to the extent that the documents originally surrendered to the Clerk of the Court by Mr. Armstrong and his counsel became divided into two separate categories -- those documents introduced into evidence during the trial of the action, and those

documents which were not introduced into evidence and which remained in the possession of the Clerk of the Court.

8. The Memorandum of Intended Decision ordered that the documents which had not been introduced into trial remain under seal in the possession of the Clerk of the Court, effectively maintaining the terms of the preliminary injunction with respect to these documents. The Memorandum of Intended Decision also ordered that approximately 175 of the nearly 200 exhibits introduced during the trial from the documents held under seal were to be treated in the same fashion as other Superior Court trial exhibits, i.e., they were to be considered matters of public record and available for inspection by the public.

9. However, on June 25, 1984, and before any of the unsealed trial exhibits could be made available to the public, the Church and Mrs. Hubbard sought and were granted a stay of the trial court's order, thereby preventing the trial exhibits from becoming available for public inspection. A copy of that order staying the unsealing is attached to my previous Affidavit as Exhibit "KDL 19." Between the end of trial on June 8, 1984, and the issuance of the temporary stay on June 25, 1984, I caused a watch to be maintained over the area in the courthouse wherein the trial exhibits were stored to ensure that no one, other than trial court personnel, had access to said materials. Additionally, I later personally confirmed with Ms. Rosie Hart, the clerk for the Honorable Paul Breckenridge Jr., the trial judge for the Church's case

against Mr. Armstrong, that none of the trial exhibits were made available to anyone at any time prior to the issuance of the temporary stay order of June 25, 1984.

10. Thereafter, between June 25, 1984 and December 3, 1984, the Church and Mrs. Hubbard sought and obtained a series of orders which maintained the seal of the trial exhibits until December 19, 1984. Copies of the relevant orders sought and obtained are attached to my previous Affidavit as Exhibit "KDL 19." On December 19, 1984, and until approximately midday on December 20, 1984, the trial exhibits were made available for inspection by members of the public. I was present in court on both days, as were several hundred or more other Scientologists who were outraged that the personal and private papers of Mr. Hubbard were going to be made available for public inspection. I personally observed that, with the single exception of a reporter from the United Press International, no member of the public other than the Scientologists who were permitted to see the trial exhibits. I further observed that no member of the public, including the reporter or any of the Scientologists who did inspect the exhibits, obtained copies of any of the exhibits from the court. The court simply did not permit any of the exhibits to be copied.

11. On December 20, 1984, the Honorable Judge Lawrence Waddington issued a temporary restraining order in the case of (Roes 1 through 200 v. Superior Court of the State of)

(California for the County of Los Angeles), Los Angeles Superior Court case number C 527556, an action taken to reseal the trial exhibits by individuals who were named or otherwise identified in said exhibits. Immediately upon the issuance of the said temporary restraining order, a copy of which is attached to my previous Affidavit as Exhibit "KDL 19," the public inspection of the trial exhibits was halted.

Thereafter, no further public inspection of the trial exhibits was ever allowed by the court, and I have personally confirmed with the court personnel responsible for the caretaking of the exhibits that absolutely no inspection or copying of the trial exhibits was allowed. The final order, which maintained the seal on the trial exhibits until they were returned to the Church in December 1986, is also attached to my previous Affidavit in Exhibit "KDL 19." That order, dated January 26, 1985, was issued by the California Court of Appeal in the (Roes) case following the denial of the Roe plaintiffs' application for preliminary injunction.

12. In summary, as this Court can see from the above facts, two of the aforementioned court orders pertaining to the sealing of the confidential materials are especially relevant to the instant action involving Penguin Books Limited and Mr. Miller. The first is the preliminary injunction of September 24, 1982, which is the applicable order for all documents surrendered by Mr. Armstrong and his counsel which were not then later introduced during the May and June 1984 trial of the Church's case against Mr. Armstrong. The second

is the January 26, 1985 stay order issued by the California Court of Appeal in the (Roes) case, which is applicable to the documents introduced during the trial of the Church's action against Mr. Armstrong. Due to these two court orders, all of the documents remained under seal at all times relevant to this present litigation. No copies of any of said documents could have been obtained from the Los Angeles Superior Court.

13. In my First Affidavit, at paragraphs 16 through 23, I referred to a number of passages in Mr. Miller's book which directly quote from the documents originally taken by Mr. Armstrong and which are now at issue in the instant litigation. As the Court will note in reviewing the passages raised herein, however, there is far more at issue than simply the direct quotes. In many instances, Mr. Miller has gone far beyond merely quoting from the documents and, instead, has based much of his writing on information taken from the documents. For example, although pages 29 through 39 of Mr. Miller's book contain a great many direct quotes from Mr. Hubbard's boyhood diaries, those same pages are also almost wholly based on the information in the said diaries even where not directly quoted.

14. I have reviewed the unsworn Affidavit of Jonathan Caven-Atack in which he makes various statements concerning the status of the documents at issue in this matter.

15. At paragraph 3 of Mr. Caven-Atack's Affidavit, I note that he claims to have obtained "copies of the majority of the

released exhibits from the Superior Court of the State of California." For the reasons set forth in more detail hereinbelow, I believe that Mr. Caven-Atack's statement is nothing more or less than a willful and knowing perjury to this Court.

16. In support of my statement, I respectfully request the Court to review paragraph 10 of Mr. Caven-Atack's Affidavit. In said paragraph, Mr. Caven-Atack describes three diaries authored by Mr. L. Ron Hubbard between the years 1927 and 1929. Mr. Caven-Atack explicitly states that the diaries were introduced during the trial of the Church's case against Mr. Armstrong in 1984 as trial exhibits 62, 63 and 65. He further attaches copies of said diaries to his Affidavit as Exhibit JC-A 4.

17. As the Court will note for itself in reviewing Exhibit JC-A 4, none of the three diaries demonstrates the exhibit marking of the Los Angeles Superior Court. Instead, each diary demonstrates a number written by hand on the first page.

18. I was present during each day of the trial against Mr. Armstrong in May and June, 1984. I recognize the handwritten denotations of the numbers "62," "63" and "65" as having been placed on the diaries by Church counsel Robert Harris just before handing the diaries to the trial court and Mr. Armstrong's counsel as exhibits.

19. I have detailed for the Court hereinabove the

various orders issued by the courts in the United States which maintained these diaries under seal until they were returned by the court to the Church in December 1986. The Second Affidavit of Timothy Bowles, at paragraph 14, likewise states that no copies of any of the trial exhibits, which would specifically include the diaries, were ever available to any member of the public such as Mr. Caven-Atack, from the Los Angeles Superior Court.

20. Based on the above facts, I am certain that the (only) possible source for the diaries attached by Mr. Caven-Atack as Exhibit JC-A 4 is Mr. Armstrong and/or his counsel. Had Mr. Caven-Atack actually obtained said copies from the Los Angeles Superior Court, as he claims at paragraph 3, the said copies would demonstrate the exhibit marking of the Superior Court. I am also certain, as a matter of logical necessity flowing from the above facts, that Mr. Caven-Atack has willfully and knowingly perjured himself before this Court.

21. At paragraph 5 of Mr. Caven-Atack's Affidavit, he further avers that he did not at any time receive any sealed documents from Mr. Armstrong or counsel for Mr. Armstrong. However, as set forth hereinabove, the copies of the diaries attached as Exhibit JC-A 4 were given only to Mr. Armstrong and his counsel. The sole source for those copies is therefore obviously and only Mr. Armstrong or his counsel. Mr. Caven-Atack met with Mr. Armstrong in the United Kingdom at least in June 1984, if not also on other occasions. There is

now shown and produced to me marked as "KDL 28" a copy of pages 260 to 262 from the oral testimony of Gerald Armstrong of July 31, 1986, in which he states that he met with Mr. Caven-Atack in the London area on several occasions in or about June 1984. I note that Mr. Caven-Atack avoids any mention in his Affidavits of having met with Mr. Armstrong, and that he likewise does not deny having received any documents from Mr. Armstrong. Interestingly enough, Mr. Caven-Atack also mentions nowhere that he ever went to the Los Angeles Superior Court. In view of the facts already set forth hereinabove, Mr. Caven-Atack's statement is either an additional perjurious statement made to this Court or an attempt to avoid the truth through word games.

22. At paragraph 8 of the Affidavit of Mr. Caven-Atack, he states that the letter from Mr. Hubbard's mother to Mr. Hubbard of September 30, 1929 was introduced as an exhibit during the trial of the Church's case against Mr. Armstrong. I note that Mr. Caven-Atack does not contest the statement made in my First Affidavit at paragraph 18, in which I stated that the letter has never been made available to the general public. My statement is true, as has been demonstrated to the Court through my summary of the orders maintaining the trial exhibits effectively under seal until their return to the Church in December 1986. I further note that Mr. Caven-Atack does not deny that he has a copy of said letter, and that he has failed to attach a copy of said letter to his Affidavit as an exhibit.

23. I have reviewed the statements made by Mr. Caven-Atack in paragraphs 7, 9 and 10 of his Affidavit, concerning Mr. Hubbard's Boy Scout Diary, Mr. Hubbard's letter to the Cape Cod Instrument Company, and a single one of the three boyhood diaries authored by Mr. Hubbard between 1927 and 1929. As a result of my review, I do agree that a few pages from Mr. Hubbard's Boy Scout Diary, the letter to the Cape Cod Instrument Company, and a portion of one of Mr. Hubbard's three diaries previously discussed hereinabove, were actually available to the public from the Church, and were mistakenly brought before the Court through a clerical error. However, in light of Mr. Caven-Atack's apparent disregard for the truth, as additionally evidenced, for example, by the fact that there was no showing of the Boy Scout diaries in Toronto in October 1986, I have reached this conclusion only after having verified for myself the truth of the matter.

24. At paragraph 10 of Mr. Caven-Atack's Affidavit, concerning three diaries authored by Mr. Hubbard between 1927 and 1929, Mr. Caven-Atack states that the three diaries were introduced during the trial of the Church's case against Mr. Armstrong in May and June, 1984. I agree with Mr. Caven-Atack's assertion. Indeed, the Church has not stated any differently. However, I also respectfully refer the Court to the discussion hereinabove concerning the various court orders which maintained these documents under seal. Despite Mr. Caven-Atack's assertion, the documents were not publicly available from the Los Angeles Superior Court, and he could

not have obtained copies therefrom.

25. At paragraph 11 of Mr. Caven-Atack's Affidavit, he refers to a list of exhibits unsealed during the trial of the Church's case against Mr. Armstrong, and concludes that the letter from Mr. Hubbard to his wife, Polly, was not introduced into said trial at any time. Although I know of no such list as that referred to by Mr. Caven-Atack, his conclusion is accurate. I note that neither Mr. Caven-Atack nor Mr. Miller have denied that the information in this letter arises from the documents maintained under seal from September 1982 until December 1986, and I further note that neither Mr. Miller nor Mr. Caven-Atack have attempted to explain how they came into possession of said letter.

26. I have reviewed the Affidavit of Russell Francis Miller, sworn to on October 3, 1987. In doing so, I have noted that Mr. Miller states at paragraph 10 that he obtained much of the information at issue herein from Mr. Caven-Atack. Mr. Miller also avers that he was informed by Mr. Caven-Atack that some of the documents had been used in connection with the litigation between the Church and Mr. Armstrong, but that he was informed by Mr. Caven-Atack that some of the documents, although not all of them, which were used in connection with the litigation had been unsealed. As I have set forth for this Court in the paragraphs immediately hereinabove, and in my First Affidavit, the documents were neither left unsealed nor were they ever available for Mr. Atack to publicly inspect or

copy from the Los Angeles Superior Court. Additionally, as I have set forth in my Third Affidavit, also sworn to on October 5, 1987, I verily believe that Mr. Caven-Atack has perjured himself to this Court, and that Mr. Miller's reliance upon him is therefore sadly misplaced.

27. At paragraph 17 of Mr. Miller's Affidavit, he indicates that the letter from Mr. Hubbard's mother to Mr. Hubbard was made available to him by Mr. Atack. This letter was introduced during the trial of the (Armstrong) case, and so remained under seal pursuant to the stay order of January 25, 1985 until December 1986, when it was returned to the Church.

28. At paragraph 18 of Mr. Miller's Affidavit, he states that he is uncertain that the July 21, 1938 letter from Mr. Hubbard to his wife, Polly, is the same as the letter which he has noted in his book as having been written in October. I have been permitted to compare the relevant text of Mr. Miller's book to the letter of July 21, 1938, and I wish to clearly state to this Court that Mr. Hubbard's letter of July 21, 1938 is the source for the information in Mr. Miller's book. At paragraph 19 of Mr. Miller's Affidavit, he states that he obtained a copy of the said letter from a source whose identity he has promised not to reveal, and that he does not know whether or not the letter is one of the documents maintained under seal by the Los Angeles Superior Court. This letter was surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and it remained

under seal pursuant to the preliminary injunction of September 24, 1982 until returned to the Church in December 1986. It is not surprising that Mr. Miller would not divulge his source since that individual is in violation of the court order of September 24, 1982.

29. At paragraph 22 of Mr. Miller's Affidavit, he indicates that his source for the information contained in his book concerning Mr. Hubbard's 1927 to 1929 diaries was Jon Attack. Said diaries were introduced during the May to June 1984 trial between the Church and Mr. Armstrong. As this Court has been informed hereinabove, the trial exhibits were maintained under seal through various stay orders, and particularly the stay order issued by the California Court of Appeal on January 26, 1985. At no time were copies of the said diaries provided to Mr. Attack or anyone else by the Los Angeles Superior Court.

30. I have reviewed and caused to be verified Mr. Miller's statements in paragraph 23 of his Affidavit. Mr. Miller's statement is highly suspect since he chose not to support said statement by attaching a copy of his request to the CIA. A copy of the document was introduced during the trial of the Church's case against Mr. Armstrong, and was maintained under seal pursuant to sealing orders described hereinabove, and particularly the stay order of January 26, 1985 issued by the California Court of Appeal.

31. Although not previously brought to this Court's

attention, and also based on information taken from documents held under seal pursuant to the preliminary injunction order of September 24, 1982, Mr. Miller's book includes three letters from Mr. Hubbard to Helen O'Brien in 1953. The first of these letters appears at page 213 of Mr. Miller's book, in the second complete paragraph, and concerns Mr. Hubbard's feelings about a former associate, Don Purcell. The letter is directly quoted, in part, by Mr. Miller. The second letter, which also contains direct quotations as well as information from the letter, appears at the last incomplete paragraph on page 213 and the first incomplete paragraph on page 214 of Mr. Miller's book. The third letter appears in the first complete paragraph on page 214 of Mr. Miller's book, and is again both directly quoted from as well as used as the basis for additional information imparted by Mr. Miller. All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts.

32. Based on the above information now furnished to this Court, I am certain that Mr. Miller has used information which could only have originated from Mr. Armstrong. I further believe that Mr. Miller recognized that his obtaining and use of that information was a perpetuation of the breach of confidence initiated by Mr. Armstrong, and that Mr.

Caven-Atack's claim to have obtained the documents from the Los Angeles Superior Court has been made with the knowledge that it is utterly false.

33. At paragraph 5 of his Affidavit sworn to on October 3, 1987, Mr. Miller describes what he terms was a "hostile reaction" from the Church when he informed it that he intended to write a book about Mr. Hubbard's life. Although his statements are irrelevant to the issues herein, and apparently included only to cast a bad light over the Church, I wish to inform this Court that the Church initially met with Mr. Miller and, in fact, agreed at one point to assist Mr. Miller in the research for his book. It was only after Mr. Miller's actions revealed his true intentions were to author a book that was biased and one-sided, contrary to his earlier undertaking that the book would truly be factual, that the Church refused to cooperate with him.

34. Mr. Miller's additional statements in paragraph 5, concerning the persons whom he was interviewing, also appear by their very lack of specificity to be designed to impugn the Church. The Court should be aware that such persons, the sources for Mr. Miller's book, are almost one for one former Scientologists who are now hostile to the Church and to Mr. Hubbard. Hana Eltringham Whitfield, for example, is quoted rather extensively by Mr. Miller throughout the latter portion of the book. Yet he fails to mention at any point that Mrs. Whitfield is attempting to extort millions of dollars from the

Church by filing a purported class action suit in the United States which has been thrown out of court three times, and in which Mrs. Whitfield and the other plaintiffs have been sanctioned by the court. There is now shown and produced to me marked as "KDL 28" a copy of the Court's order of September 24, 1987, dismissing the purported class action suit for the third time.

35. At paragraph 30 of his Affidavit, Mr. Miller attempts to raise the spectre that a granting of the injunction requested by the Church would adversely affect the serialisation of Mr. Miller's book by the Sunday Times. This is not the case. As I stated in paragraph 2 hereinabove, the Sunday Times is free to publish a serialisation of Mr. Miller's book as long as it does so without violating the rights of the Church. In order to ensure that the rights of all parties are made known and thereby preserved to each, the Church's solicitor has forwarded a letter to the Sunday Times, placing it on notice of the current undertaking by the Defendants herein. The letter additionally reminds the Sunday Times of its undertaking of January 14, 1970, in which it agreed not to publish any of the allegations now raised by Chapter 7 of Mr. Miller's book. There is now shown and produced to me marked as "KDL 29" a copy of the October 5, 1987 letter sent by Mrs. Hamida Jafferji, solicitor for the Church, to the Sunday Times. There is also now shown and produced to me marked "KDL 30" a copy of the October 5, 1969 article entitled "The Odd Beginning of Ron Hubbard's Career,"

which article contains the statements prohibited by the
aforementioned undertaking.

36. I have reviewed the unsworn first Affidavit of Julie
A Scott-Bayfield, who describes at paragraph 2 an incident
involving the copying of a xerox of Mr. Miller's book.
Although the information imparted by Mrs. Scott-Bayfield
is completely irrelevant to the issues in this case,
I respectfully differ with her statement that the manuscript
being copied by the Church representative is confidential to
the Defendants. I have been informed that Penguin Books
Limited have disseminated copies of the manuscript copied to
persons in at least four separate countries -- the United
Kingdom, the United States, Canada and Germany -- and that a
person affiliated with the publisher furnished a copy of the
manuscript to an individual who then furnished the copy to
representatives of the Church. This individual has requested
and was promised that he will not be identified due to his
fear that he will be harassed or will otherwise be subjected
to unpleasant actions by Mr. Miller or Penguin Books Limited
for his assistance to the Church. The copy of the manuscript
being copied was obtained in a completely legitimate manner.
The copies were made solely for use in the present legal
proceedings and, as I have been informed by counsel for the
Church, therefore are specifically excluded from copyright
infringement under the Copyright Act of 1956.

37. At paragraph 3 of the Affidavit of Julie A
Scott-Bayfield, she alleges that one of the two photographs

for which relief is sought by the Church is not actually owned by the Church. Mrs. Scott-Bayfield's statement is extended hearsay, as she is merely repeating information passed on to her by a Doreen Gillham, who, in turn, apparently obtained at least some of the information from a Larry Miller. However, leaving this aside, even if Mrs. Scott-Bayfield's explanation is accepted as true, the Church still has ownership of the photograph. The Church does not accept the claim that the photograph was taken by Mr. Miller, and actively contests that claim. Further, I have caused the records of the Church to be searched, and aver thereon that Mr. Miller was employed by the Church as a photographer. Even if the photograph was actually taken by Mr. Miller, it was taken by him pursuant to his employment as a photographer for the Church, and was and is owned by the Church. The negative is contained in the Church archives, and it is self-evident that Mr. Miller's copy of the photograph was made from another photograph rather than from the negative. Ms. Gillham's memory of events concerning the photograph is additionally suspect in that Julie Fisher was, at the time the photograph was taken, actually fourteen years of age and not ten or eleven as alleged by Ms. Gillham. Interestingly enough, Ms. Gillham herself was only seventeen at the time the photograph was taken. This photograph is registered in the United States Copyright Office to the Church of Scientology of California, with a registration number of VAU 116-627.

38. I have reviewed the Affidavit of Glen Keith Marks,

sworn to on October 3, 1987. I have also reviewed the Affidavit of Michael Roy Garside, sworn to on October 5, 1987. Based on the matters stated therein, I verily believe that Rex Features Limited was not furnished with a copy of the photograph used on the dust jacket for Mr. Miller's book. I further believe that, even if such were the case, the Church did not relinquish or waive its copyright in the photograph; certainly no representative of the Church who met with Rex Features Limited was authorized to furnish such a waiver. I have caused the records of the Church to be searched and, as a result, I verily believe and do aver that the photograph used on the dust jacket of Mr. Miller's book has always been maintained in the archives of the Church, and that it has never been published or disseminated by the Church. This photograph is registered in the United States Copyright Office to the Church of Scientology of California, with a registration number of VAU 116-426.

SWORN at *St. Hill (know)*
East Grinstead, West
Sussex

Kenneth David Long

This *5th* day of October 1987

Before me,

S. N.

Solicitor

Deponent: Kenneth David Long
Deponent's: Third Affidavit
Sworn on 5th October 1987
In Support of Plaintiff

IN THE HIGH COURT OF JUSTICE

1987 C No. 6140

CHANCERY DIVISION

B E T W E E N :

THE CHURCH OF SCIENTOLOGY OF CALIFORNIA

(Plaintiff)

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED

(Defendants)

AFFIDAVIT

OF KENNETH DAVID LONG

I, KENNETH DAVID LONG, of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:

I have been a member of the Church of Scientology for eleven years, and employed by the Church of Scientology of California (hereinafter the "Church") for the past seven years. The Church is a non-profit making religious

corporation registered in California since 1954. My duties for the past five years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I have read the final draft of Russell Miller's upcoming book entitled "Bare-Faced Messiah," a purported biography of Scientology founder, L. Ron Hubbard.

3. The main sources of information for Mr. Miller's biography of Mr. Hubbard appear to be Jonathan Caven-Atack and Gerald Armstrong. As demonstrated in my First and Second Affidavits of October 5, 1987, Mr. Miller's and Mr. Caven-Atack's claims that they obtained documents concerning Mr. Hubbard and the Church from public sources, including the Los Angeles Superior Court, are overwhelmingly false. In an unsworn affidavit, Mr. Caven-Atack seeks to distract this Court from his obvious contempt and violation of United States court orders by a parade of irrelevant, disjointed and conclusory diatribe, including accusations of criminal activity. This is indeed an interesting turn.

4. Upon information Mr. Caven-Atack, prior to joining the Church of Scientology as a parishioner, had a record of drug use and drug pushing, including two convictions for possession of drugs. In fact, Mr. Caven-Atack credited the religious counseling procedures of Scientology with assisting him in kicking his drug habit, during the time he was a member of the religion. There is now produced and shown to me marked

"KDL 31" a petition written by Mr. Caven-Atack. In said petition, he requested to be allowed to become an employee of the Church of Scientology in Manchester, England, and details his involvement with drugs. Due to the policy of the Church whereby an individual with a criminal background is not allowed to work as a member of Church staff, Mr. Caven-Atack was denied employment by the Church, although he was not denied membership in the Church nor its help in keeping him off drugs.

5. In 1983 Mr. Caven-Atack resigned from his membership in the Church. Thereafter, in late 1983, there was a theft of sacred and confidential Church scriptures from a Church of Scientology in Copenhagen, Denmark, by three British citizens -- Ron Lawley, Robin Scott and Morag Bellmaine. Mr. Scott was subsequently arrested for the theft and convicted in Denmark. There is now produced and shown to me marked "KDL 32" a copy of the English High Court order enjoining the possession, use and distribution of the stolen Church scriptures.

6. In 1984, Mr. Caven-Atack received a copy of the stolen materials from Ron Lawley, made himself a copy of the materials, and sent them to Larry West, a citizen of California, U.S.A. There is now produced and shown to me marked "KDL 33," excerpts from the transcript of the oral testimony of Martin Ruston, taken in the United States, which describe the part Mr. Caven-Atack played in the illicit distribution of the scriptures stolen from the Church in

violation of the English court order.

7. It thus does not surprise me that Mr. Caven-Atack would maliciously and deliberately engage in all manner of irrelevant and highly prejudicial mud-throwing at the Church of Scientology, given his own documented background as a drug pusher, purveyor of the Church's stolen and confidential religious scriptures and, as set forth in my First and Second Affidavits, possessor of other documents belonging to the religion's founder in violation of United States court orders. Given the discreditable background and dubious motives of Mr. Caven-Atack as regards a Church which opposes the use of drugs, opposes crime, and which extended to Mr. Caven-Atack its help regardless of his past transgressions, it is obvious to me that the evidence he gives should be recognized for what it is and disregarded.

8. Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity.

9. The evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders. As such, the allegation of "unclean hands" in contexts entirely unrelated to the facts at issue here has as its only purpose to distract and inflame this Court into

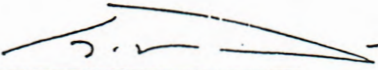
denying the relief which the Church is seeking.

SWORN at *Saint Will Manor*
East Greenstead, West
Surrey

Kenneth David Long

This 5th day of October 1987

Before me,



S.M. BIRD.

S.M. Bird

IN THE HIGH COURT OF JUSTICE

1987 C No. 6140

CHANCERY DIVISION

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

-- and --

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED. Defendants

AFFIDAVIT OF
SHEILA MACDONALD CHALEFF

I, SHEILA MACDONALD CHALEFF, of Saint Hill Manor, East Grinstead, West Sussex, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for the past 27 years. I have been employed by various Church of Scientology corporations for 17 years and am presently the Director of the Office of Special Affairs for the United Kingdom.

2. In 1985 Mr. Russell Miller approached the Church indicating

and was involved in distribution of materials stolen from the Church of Scientology. Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the contents to get the Church raided where these forged documents would be found and used against the Church. These are the same two individuals that Mr. Miller used to obtain the documents he used in his book.

8. On 11 August 1987, BBC Radio 4 aired a programme regarding L. Ron Hubbard and the Church of Scientology. This programme was researched and presented by Margaret Percy. After the airing of this programme, Mr. Atack wrote a letter to the "Radio Times" criticising Ms. Percy's programme even though he was a consultant to the programme. There is now produced and shown to me marked "SMC 2" a copy of Mr. Atack's letter to "Radio Times" with Ms. Percy's response.

9. The integrity of Mr. Miller and his sources of the documents in question are at best suspect. I have no doubt that the documents involved in this litigation were obtained in breach of court orders and the confidential relationship between the Church and Mr. Armstrong.

SWORN at
Saint Hill Manor
Crest Green
West Sussex
the 5th day of October
Before me

Shula Chaloff

449

Deponent: Kenneth David Long
Deponent's Fourth Affidavit
Sworn on 7th October 1987
In support of Plaintiff

IN THE HIGH COURT OF JUSTICE

1987 C No.6140

CHANCERY DIVISION

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED Defendants

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for 11 years, and a member of the Church's staff for 7 years. I am employed by the Church of Scientology of California (hereinafter called "the Church") which is a non-profit

making religious corporation registered in California since 1954. My duties for the past 5 years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I have been deeply involved in the litigation of the case of "Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong", Los Angeles Superior Court cases number C 420153, since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trial proceedings in May and June, 1984.

3. While attending proceedings held in the instant matter on Tuesday, October 6, 1987, I noted that the Court seemed to have additional questions concerning the status of the documents in the Armstrong case, and the relationship of the documents in issue herein to said status. Responses to the court's questions, to the content I have discerned them, follow hereinbelow.

4. The bottom line I wish to communicate is this: None of the

1986 were these 9,000 documents available to the general public, or considered to be in the public domain. This fact is very important since four of the seven documents at issue herein were contained in these 9,000 documents which remained under seal at all times. There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials.

8. Trial ended in the Armstrong case on June 8, 1984. Between June 8 and June 20, 1984, the 200 exhibits were held by the trial judge unavailable to anyone else, for his use in writing the Memorandum of Intended Decision. No one other than court personnel had access to those 200 exhibits. I know this to be fact since I both maintained a watch over the area where the documents were kept and verified with Ms. Rosie Hart, the trial court's clerk, that no one was allowed access to these documents. In issuing the Memorandum of Intended Decision, the trial court ordered that 22 of the 200 exhibits were to remain sealed. Those exhibits joined the other 9,000 documents, leaving just approximately 178 exhibits affected by the following events.

9. On June 25, 1984, the first of what was to be a series of orders temporarily staying the unsealing of the trial exhibits was issued by the California court of Appeal. Please note Exhibit "KDL 19" attached to my first Affidavit. In addition, there is now produced and shown to me marked "KDL 34", a chronological History of Major Armstrong Case Orders, which :

have personally prepared to assist counsel and the court.

10. In reviewing Exhibit "KDL 34" attached hereto, the Court will no doubt note what appear to be "windows," or gaps between the vacating of one order and the issuance of the next. These "windows" are far more apparent than they were real. To begin with, I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before receipt I would personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials.

11. There was just a single incident when the 178 trial exhibited were made available for public inspection, on December 19, 1984 and until midday on December 20, 1984. This occurred after an injunction issued by the Ninth Circuit Federal Court of Appeals expired, and was then halted by the issuance of a temporary restraining order on December 20th in the "Roes" case, previously described in my Second Affidavit. I was physically present at the court during the entire time that the documents

were available for inspection by the public. I personally observed that, with the exception of a UPI reporter who was allowed only to view some of Mr. Hubbard's military records for no more than 30 minutes, only Scientologists obtained access to see the 178 trial exhibits. Additionally, I personally observed and then verified with court personnel that no one, including the reporter, were permitted copies of any of the exhibits. People were permitted to view the documents only and not copy them.

12. Following the issuance of the "Roes" order on December 20, 1984, the 178 trial exhibits were never again unsealed. These 178 trial exhibits, the other trial exhibits which had been left sealed throughout, and the 9,000 documents never entered into the trial, were then returned to the Church in December 1986.

13. As is clearly shown by the above events, no one was ever able to obtain copies of any of the 10,000 documents from the trial court. This fact is the basis for my statements, in my Second Affidavit, that Mr. Caven-Atack has perjured himself to this Court by claiming, in a sworn Affidavit filed herein, that he obtained copies from the court. Mr. Caven-Atack's obvious lack of specifics in his affidavit emphasizes this. Suspiciously left out of his affidavit are the facts supporting Mr. Caven-Atack's claim that he obtained the documents from the California court. Nowhere does Mr. Caven-Atack state when he was in California, when he went into the court, signed the visitor's sign-in log and the details of the actual copying. Mr. Caven-

Atack is silent on these points obviously because he never went to the court as verified by my conversation with the court clerk and my review of the visitor's sign-in log. There can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders.

14. I have reviewed the Second Affidavit of Russell Francis Miller, relating to certain letters from Mr. Hubbard to one Helen O'Brien during 1953. The letter discussed by Mr. Miller at paragraph 3 of his affidavit is not at issue in this action, it is neither listed in the amended writ filed herein nor mentioned in my Second Affidavit precisely because, as Mr. Miller understands, it is a matter of public record. Mr. Miller attempts to create confusion with this Court by the inclusion of this particular letter.

15. At paragraph 4 of his Second Affidavit, Mr. Miller references three other Helen O'Brien letters which are at issue herein and states he obtained copies of these letters from Mr. Ron Newman. These three letters are part of the 9,000 documents which remained under seal in the court at all times and were returned to the Church in December 1986. Mr. Ron Newman nor anyone else could have legal possession of these letters since they could not have been obtained from the Court. It is interesting that Mr. Miller has "no idea" where Mr. Newman

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obtained these letters, an important fact which would obviously be of interest to any researcher, author or anyone else receiving these documents. Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders - the ~~September~~ ^{August} 24, 1982 court order to turn in all materials to the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court. (A)

16. In order to clarify for the Court the exact status of each of the documents at issue herein, I have prepared a short Summary of said documents. There is now produced and shown to me marked "KDL 35" a copy of said Summary. As the Court will note, four of the documents in issue - the three O'Brien letters referred to hereinabove and Mr. Hubbard's letter to Polly - have never been trial exhibits. They have remained under seal at all times. Three of the documents - two of Mr. Hubbard's boyhood diaries and the letter to Mr. Hubbard from his ~~more~~ ^{mother KDL} were Armstrong trial exhibits, but have also remained under seal as shown by the attached Chronological History of Court Orders. The only source for these documents, was not the trial court but Gerald Armstrong (A)

himself.

SWORN at 23/28)
Fleet St, London)
EC4)
)

Kenneth ...

This 7th day of October 1987

Before me,

Mark W. X. Cookley

*Mark Cookley
Solicitor of the
Supreme Court*

5th : K.D. Long
Plaintiff
Sworn on 8th October 1987

IN THE HIGH COURT OF JUSTICE

1987 C No. 6140

CHANCERY DIVISION

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA

Plaintiff

-and-

(1) RUSSELL MILLER
(2) PENGUIN BOOKS LIMITED

Defendants

A F F I D A V I T

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an Executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. This affidavit is supplemental to my previous affidavits filed with this Court.

2. I have read Jonathan Caven-Atack's Third Affidavit and Mr Miller's supplemental affidavit filed with this Court yesterday, October 7, 1987.

3. Mr Caven-Atack conveniently changes his testimony of his previous affidavits and now states that he received copies of the documents from a Brenda Yates who had been given the task of making photocopies of documents in possession of Mr Armstrong's lawyer.

4. Mr Miller in his supplemental affidavit now claims, at this late hour, that he "misunderstood" how Mr Caven-Atack obtained copies of the documents. These inconsistent and last minute changes are simply an attempt to create confusion and doubt with this Court.

5. Mr Caven-Atack and Mr Miller's latest affidavits lack, as did their previous affidavits, specific facts. They still fail to identify which documents were obtained from Mrs Yates. Also, they still remain silent regarding how they obtained the documents that remained sealed during the entire course of the Armstrong trial and were never made exhibits.

6. I have read the affidavit of Earle C. Cooley dated October 8, 1987. In regard to paragraph 4 of this affidavit, I can say, based on my being in Court every day of the Armstrong trial, that none of these documents in question in this case were publicly available during the course of the trial. There were over 100 exhibits that were publicly available and not subject to any sealing order but none of these documents are included in this case and none

of them were LRH archive documents. The truth is that the documents in question were sealed throughout the entire Armstrong trial and remain sealed to this day.

7. Produced and shown before me now is exhibit "KDL 36" a true and correct copy of the affidavit of Gerald Armstrong of March 7, 1986. Mr Armstrong himself testified the following: "CSC (Church of Scientology California) sued me in August 1982 in the Los Angeles Superior Court and the documents I had sent my attorneys were ordered to be delivered to the Court where they were put under seal. Mary Sue Hubbard entered the case, hereinafter referred to as (Armstrong), as Plaintiff in Intervention in late 1982. The case went into trial in 1984 and several of the sealed documents were admitted into evidence as defense exhibits 500A-500JJJJJJ. A Judgment was entered in my favour. The exhibits and other biography documents remain under seal pending the outcome of an appeal taken by plaintiff."

The appeal referred to by Mr Armstrong is still pending in California.

8. During the course of the Armstrong trial and up until this day the Armstrong documents have been effectively under seal and protected by various Court Orders in the United States. Mr Flynn was permitted by the trial Court to use the documents only for the purpose of the Armstrong case and only during the pendency of those proceedings. The trial

court, in a 23 April 1984 hearing, specifically stated how these documents were to be treated:

"MR LITT: (Church attorney) We would also like -- Mr Flynn has not had access to these documents, assuming that the Court is now allowing him to go into them, we also would like an order that requires that he has seen these materials under seal. He may not disclose the materials or the contents of the materials for any purpose outside of the use in this proceeding. That is the order that exists presently with respect to Counsel.

"THE COURT: I don't have any problem with that, at least until the Court decides what to do with these exhibits."

"MR FLYNN: I essentially have no quarrel with that."

The Court also stated:

"THE COURT: Well, I will accept the representation by Mr Flynn that he is not going to do anything of an untoward (sic) nature that would violate the theory and the principles of what we are trying to deal with here. He is subject to the protective order.

"... and he is not to -- during the pendency of these proceedings, until further order discuss or disseminate to

other people, other than people like his client or in Court here, matters contained in the sealed records which were not in the public domain before Mr Armstrong first went to Mr Flynn or Miss Dragojevic, her firm."

9. Produced and shown before me now is exhibit "KDL 37", a July 31, 1986 declaration of Mr Michael Flynn filed in another Church case. In the case, Mr Flynn was being accused of giving out Armstrong documents to a media outlet.

Mr Flynn stated:

"In this case, of course, when we do not possess the (Armstrong Documents) it would be impossible for us to sell sealed documents to (Der Spiegel)."

10. Produced and shown before me now is exhibit "KDL 38", a true and correct copy of portions of deposition transcript of a Mr Homer Shomer, taken on 23 April 1985. Ms Julia Dargojevic, who was also trial Counsel for Mr Armstrong and who worked closely with Mr Flynn, stated:

"MS. DRAGOJEVIC: Okay. The other thing I wanted to say is that simply by turning over these documents doesn't mean we're limiting ourselves because we consider that a number of documents which were used in the Armstrong case would be applicable to this Request for Production. Unfortunately, those documents are under seal for the present, and there's nothing I can do about producing them."

11. As has been clearly shown by the facts above, Mr Armstrong and Mr Flynn testified that they have complied with the Court Orders sealing the documents in question. If Mrs Yates got the documents from Mr Flynn as Mr Miller testifies she did, or from anyone else, she did so in violation of Court Orders and also in Breach of Confidence.

12. Obviously, if Mrs Yates would have legally had the Armstrong documents in her possession, she would have distributed them the same way she distributed the trial transcripts. In Mr Miller's affidavit, he states that Mrs Yates was to "copy and immediately" distribute the documents obtained from Mr Flynn. As is shown by the facts below, Mrs Yates only distributed the trial transcripts.

13. Produced and shown before me now is exhibit "KDL 39" which is a true copy of several pages from a July/August 1984 publication entitled "The Journal of the Advanced Ability Center." Contained in the classified section of this publication is an advertisement from Brenda Yates offering for sale copies of the Armstrong Trial Transcripts. Nowhere in the ad does Mrs Yates offer the Armstrong documents which would obviously be of more interest to potential buyers than just the trial transcript.

14. Produced and shown before me now is exhibit "KDL 40" a true copy of the January/February 1985 edition of "The Journal of the Advanced Ability Center." Mrs Yate's ad

appears again in the classified section. As the Court can see there is no mention of any Armstrong documents for sale.

15. After reviewing all the facts put forth by the Plaintiff and after reading the inconsistent affidavits of Mr Miller and Mr Atack, there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence.

The Church does not want to prevent the publication of Mr Miller's book, we just want the parts of the book taken from the documents in question removed and our copyright rights in the photographs protected.

SWORN at 23/18 Fleet St)
London EC4)

Kenneth David Long

this 8th day of October 1987)

Before me,

Mark W. L. Cookley

A SOLICITOR

Mark Cookley
Solicitor of the
Supreme Court

3-7-86

AFFIDAVIT OF GERALD ARMSTRONG

I, GERALD ARMSTRONG, hereby swear under the pains and penalties of perjury as follows:

1. I became involved with Scientology in 1969 and from 1971 to 1981 was a member of the Sea Organization. I was with L. Ron Hubbard much of this time, worked in several areas on his personal staff, and have a great deal of personal knowledge concerning the function of Scientology's various organizations and the documents and files created and maintained in the normal course of their affairs.

2. I am familiar with what were known in Scientology organizations as B-1 files. B-1, or Bureau One, was the Intelligence Bureau of the Guardian's Office which was an organization "corporately" within the Church of Scientology of California (CSC). I was in B-1 for a few weeks in Daytona Beach, Florida in 1975, and in 1974 and 1975 was the Intelligence Officer on the ship "Apollo" (Flag), Hubbard's headquarters at the time. I was, for practical purposes, directly under the Assistant Guardian for Intelligence on the ship, and was trained on GO Intelligence procedures and policies. I have seen B-1 files, including my own which although edited and stripped of much of its contents, was produced in the case of Christofferson v. CSC, et al, in

Portland, Oregon in 1985. B-1 files were created on every staff member, even while in "good standing" in the organization. The usable intelligence information B-1 collected on staff included: "crimes," sexual histories, drug histories, any connections to government agencies, financial institutions, medical or psychiatric individuals or group, and media or public relations, lists of friends, contacts, family and connections. Each B-1 file contained a "time-track," a detailed chronology of the person's whole life. When the person was deemed a real threat to the organization or Hubbard, as Tonja Burden was because of what she knew about him, virtually everything, every paper from every file in the organization, data excerpted or culled from her preclear files, debriefs of staff, reports of operatives against her, etc., would be added to the B-1 file. It is an intelligence file for intelligence purposes. It is not part of legal operations.

3. From the beginning of December 1975 until the end of May 1976, I worked in L. Ron Hubbard's External Communications Unit (LEC) in Dunedin, Florida. I was the Deputy LEC Aide, under Mike Douglas who was directly under Hubbard. I handled on a daily basis the telex and dispatch traffic to and from Hubbard. All of his control lines for Scientology internationally ran through my unit in Dunedin, even after he left in March 1976 and went to Washington, D.C. when his cover in Dunedin was blown. The Dunedin operation was manned by

people who had been on the "Apollo" and had been employees of Operation and Transport Corporation (OTC), 98% of the stock of which was owned by L. Ron Hubbard. For "legal" and tax reasons, the "Apollo" was considered a "marine mission of the Church of Scientology of California." In Dunedin, each person was told that he was an employee of United Churches of Florida (UCF) which was a cover or "shore story" Hubbard created to hide Scientology and his control. Attached as Exhibit A is a report from Henning Heldt, the head of the United States Guardian's Office, itself part of CSC, to Hubbard concerning a program originated by Hubbard called "Goldmine." I saw this dispatch, plus "Goldmine" orders and compliances while in LEC. As can be seen by the attached dispatch, CSC purchased the Florida properties and "UCF is a CSC controlled corporation." Also, as shown by this dispatch, and what I knew from years of work in various positions in the organization and close to Hubbard, there was no corporate integrity and Hubbard controlled virtually every aspect, corporate, financial or otherwise of CSC and all the Sea Org.

4. In addition to "Goldmine," a program file for which was maintained in LEC, there were several other programs or missions I recall that Hubbard operated during 1975 and 1976 and for which there were also files in LEC into which went all correspondence relating to those programs and missions, including telexes, compliances, daily reports and debriefs.

These programs or missions included at least:

- A. Program Power;
- B. Flag Land Base Setup;
- C. Pat & Trudy Broeker;
- D. Freedman Mission;
- E. Flag GO;
- F. California properties;

Program Power which was written by Hubbard concerned an "Early Warning System" directing the GO (CSC organization) to keep Hubbard from being served in any lawsuit. The GO compliances, projects and operations which came out of Hubbard's program were also included in the LEC program file.

Flag Land Base Setup involved several missions or projects concerning Clearwater which Hubbard wrote and operated. As can be seen by Program Power and its accompanying dispatch, attached hereto as Exhibit B, Hubbard claims at November 26, 1975 to be running all of Scientology. "I am actually acting on all Scientology lines in one way or another in a very heavy Phase I." (Phase I means, in Scientology jargon, to single-hand, or handle things oneself). Hubbard gives an example of the "non-US registration cycle which (he was) having to push." This was the operation to get landed immigrant status for foreigners at the Clearwater Base by

fraudulent means. The program and mission files for all the base actions Hubbard operated were maintained in LEC.

Pat and Trudy Broeker on their mission which Hubbard operated were his "eyes and ears" into the Clearwater Base as soon as it started to operate. They reported daily to him on all activities at the Base.

Fran and Frankie Freedman was a mission operated by Hubbard to purchase the Clearwater properties. They later negotiated the deal for the Dunedin property. Hubbard refers to them as "F & F" in his November 26, 1975 dispatch.

Hubbard operated all the GO activities in Clearwater, and files were maintained at LEC of his correspondence and orders. He states in the November 26, 1975 dispatch, "I am actually operating as an AG (Assistant Guardian - the top GO post in any organization) office USB (United States Base) almost totally single hand." GO activities included Intelligence, Public Relations, Legal and Finance.

Around May 1976, Hubbard sent into LEC a number of orders regarding the move of him and his personal office to California. I was briefed on mission orders (MO) to go to California to set up a staging area in Culver City. My MO's and Hubbard's orders were in LEC. The later LEC office in Culver

City maintained additional files on the California properties.

5. Throughout 1980 and 1981, I worked in Hubbard's Personal Public Relations Bureau assembling documentation from Hubbard's personal archives and other sources for the production of a biography to be written about him by a non-Scientology writer, Omar V. Garrison. I provided, as called for by contract, approximately 100,000 pages of documentation to Garrison, most of it copies. After I left the Sea Org in December 1981, Hubbard and Scientology, pursuant to his "Fair Game Policy," which is in fact, a license to sue, lie to, cheat and destroy any perceived enemy, initiated a number of intelligence and overt harassment actions against me. In the summer of 1982, in order to defend myself, I obtained back from Garrison some of the documents provided him and sent them to my attorneys. CSC sued me in August 1982 in the Los Angeles Superior Court and the documents I had sent my attorneys were ordered to be delivered to the Court where they were put under seal. Mary Sue Hubbard entered the case, hereinafter referred to as Armstrong, as Plaintiff in Intervention in late 1982. The case went to trial in 1984 and several of the sealed documents were admitted into evidence as defense exhibits 500A-500JJJJJJ. A Judgment was entered in my favor. The exhibits and other biography documents remain under seal pending the outcome of an appeal taken by plaintiff.

6. I am familiar with the various biographical sketches listed in request number 48 in Plaintiff's Request for Production of Documents to Defendant Church of Scientology of California, hereinafter referred to as the "Request for Production," in the case of Burden v. Church of Scientology, et al. Although some of these were exhibits in Armstrong, I have personal knowledge that CSC has possession of the original of each of these documents separate from the copies under seal in Armstrong.

7. I am familiar with the various naval records of L. Ron Hubbard listed in request number 49 of the Request for Production. Although copies of some of these were exhibits in Armstrong, I have personal knowledge that CSC had possession of the originals or earlier generation copies of each of these documents separate from the copies under seal. I am also aware of sworn statements by Scientology agents that the organization possesses even more of Hubbard's naval records than I possessed while working in his PR Bureau.

8. I am familiar with the documents described in requests nos. 50, 51 and 52 in the Request for Production. The original of these documents is in the possession or control of CSC. These documents, which are in Hubbard's handwriting, reveal that his "war wounds" were feigned, and they show his intent when creating his "mental therapy."

9. I am familiar with the documents listed in request no. 62 of the Request for Production. These are generally as follows:

A-PP: biographical representations and naval records.

RR-CCCC: naval and VA records.

JJJJ-MMMM: Hubbard's involvement in black magic.

QQQQ-YYYY: B-1 materials on L. Ron Hubbard, Jr., and representations about Dianetics/Scientology as a science and mental therapy; "religion angle."

BBBBB: Scientology in field of mental therapy.

DDDDD-FFFFF: control, and undated resignations held by Hubbard.

HHHHH: "resignation" as trustee.

JJJJJ: Hubbard security.

MMMMM-NNNNN: Hubbard control of litigation.

RRRRR-SSSSS: Interpol report; Hubbard's control of Clearwater setup.

UUUUU-AAAAA: Hubbard control of Scientology corps and money.

DDDDD-FFFFF: Hubbard's intent to attack enemies.

HHHHH: Hubbard's use of law to attack.

JJJJJ: Hubbard control of intelligence operations.

KKKKK-NNNNN: Hubbard re attack.

PPPPP-SSSSS: Hubbard attack of individuals;

intelligence data on Attorney Michael Flynn.

VVVVVV: Hubbard's statement re his "Ph.D."

XXXXXX-AAAAAAA: Hubbard representations; intelligence;
Hubbard's ownership of Sea Org ships.

DDDDDD-FFFFFF: Hubbard letter of introduction to me;
attack on press.

IIIIII-JJJJJJ: Hubbard representations; control of
finances.

10. The documents from under seal which went into evidence in Armstrong show what representations Hubbard made about himself and what the truth behind the representations is. They show that Hubbard was not crippled and blinded during World War II and did not cure himself with Dianetics. They show Hubbard's various claims about Scientology being a "science" and what results were guaranteed with its use. They show his intent in relabelling Scientology a "religion." And they show his vindictiveness and intent to control and destroy people.

11. CSC has claimed in their response to the Request for Production that they do not have possession or control of the documents which had previously formed the biography archives under my control. In their verified complaint in Armstrong, they stated about these same documents that they were "the personal property of plaintiff CSC." During the litigation they changed their claim to that of bailee, and Mary Sue Hubbard, the

intervenor, claimed that the documents were her personal property.

I am personally aware that in the Christofferson case, CSC was ordered to produce, and did produce, copies of some of the same documents which had been exhibits in Armstrong.

Signed under the pains and penalties of perjury under the laws of Florida.

Executed this 7th day of March, 1986 in Boston, Massachusetts.



GERALD ARMSTRONG

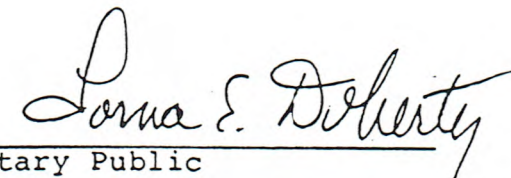
COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS

March 7, 1986

Then personally appeared before me the above named Gerald Armstrong, and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public

My Commission Expires 3/31/89

FBI 3303 (FYD)

SECRET

25 November 1975

COMMOLORE

DCUS

cc: CSC

cc: GVV

copy of 7/17/76

A
Very well done
Love

245103
IRS
118177
98611

RE GOLDMINE

Yrs: 22 Nov 75

Dear Ron,

Goldmine has produced instantaneous VGIs on the DC Legal US, DC Finance US, Marty and Joel, and Karno. CofSoft ownership had been mentioned a number of times, particularly by Karno, but we had not thought of this method of turning of CofSoft ownership into a Lead Pipe Cinch. The right item of course makes the N/A Corp work quite worthwhile, even though we are not using it. All concerned feel the work has paid off.

Goldmine will be in the 26 November mailpack to HW for Secret issue, and I have separately rounded up persons to whom the targets are assigned. A copy will be sent you separately.

A brief rundown of the points covered today with Karno.

1. Estimated Tax

Per Target 5, this is to be reestimated with great care. Karno mentioned this point, saying that if Marty came up with 5.4 using standard accounting procedures, we had best prepare a higher figure for protection from seizure. Karno figures that if it comes down to a seizure situation, the IRS will be behaving so insanely that it is likely to inflate their already flimsy accounting procedures.

Target 5 will cover this in detail and will be reviewed by Karno.

2. Available Funds

I do not have all the CofSoft figures up to date here, but will shortly. Preliminarily I have excellent news on covering the indebtedness. Per Lola, CofSoft Lux Account Balance is \$7,100,000.00 approximately. Defense Funds for CofSoft total \$2,535,563.33 as of 30 Sept 76. Subtracting \$3,100,00.00 for Fort Harrison, Bank Building, Cars and various costs, the remainder is in excess of \$6,500,000. This leaves funds for purchase of Building 13, and the covering of Marty's 14 Nov figure.

To bring this fully into the field of Lead Pipe Cinches, I discussed with Karno the availability of Trustee Funds for the purpose of a Bond, and he agreed these could be used. Trustee Funds totaled \$3,372,000.00 at the end of 1974, nearly a year ago.

10
13 min

Exhibit "A"

While 4, 5, 6 and 7 must be worked out in detail, it appears on a preliminary basis that the liability is covered. Not that this fact should become widely known immediately, as this plan includes a very defensible but recapturable expense for income Demand purposes per Building Fund Policy which delights my finance trained heart.

3. SLDGLC

Since the purpose of SLD is to act as CofSofC nominee in this matter, it would be excellent if the stock would be owned by CofSofC. This fact would never appear in CN, and would remove any possibility of IRS taking a shot at the CofSofC-SLD relationship.

Also concurrent Board Meetings on the part of CofSofC and SLDGLC would probably knock out the need for any backdated contract, and since board Minutes are commonly written well after the meetings the record, no stigma is attached if these are dated to be a few weeks or months after the date of the meeting. Full CSW will follow on this point.

4. UCF: (United Churches of Florida)

UCF is left without a lease, and very little assured income, and a function of fronting for the CofSofC on accounting and PR basis. We gave some thought today to how UCF can maintain its usage without a lease or income, bring Churches and religious people together at the Harrison despite the fact of no lease or title to the property.

A possible solution presented itself: UCF is a CofSofC controlled corporation, formed for the purpose of uniting Churches and religious people, revitalizing religion into an effective force to arrest the decline of Western Society. It is not a creation of CofSofC for its own direct self interest, rather the indirect interest of revitalizing society. As this fits into Targets Defense, this can be continued by PR Bureau on an active basis all over the country, or on a limited basis, however we wish.

Since UCF is a subsidiary of CofSofC it can be funded by CofSofC as to its PR activities. And since it is a part of CofSofC, it may lease, rent and use CofSofC space for its religious purposes. Also personnel may transfer freely back and forth, a factor which can prevent logistic difficulties.

Yet, to the outside world in Clearwater, UCF may represent itself as the user of the Harrison, and even that CofSofC is a member. It can keep doing what it's doing which is from all reports quite successful. From the outside, the whole operation can be made to appear to be UCF and Members. Yet corporate distinctions that could make these appearances difficult to maintain (personnel, income) can be very loose.

UCF can fade out, or not, when CofSofC is ready to surface. The relationship between UCF and CSC is simplified by the fact that in the ultimate analysis it does not have to be truly distinct or St arm's length.

2451103
WRS
7/8/77
100811

Not
SLC

GO ORDER 261175LRH

SECRET

5285

DCUS ccCSG

26 Nov 75

ccGWI

ccPIERS PEO

PROGRAM LRH SECURITY

CODE NAME: POWER

1. Maintain an alerting Early Warning System throughout the GO R/W so that any situation concerning govts or courts by reason of suits is known in adequate time to take defensive actions to suddenly raise the level on LRH personal security very high. DCUS

2. Begin at once to build up a USB AG office that is permanent and effective in all Bus both to take this load off LRH and CSG lines and to proof up the USB against catastrophes in any Bu. area. The USB area is the most sensitive area you now have in US or international operations and the AG office there should be commensurate with the importance and potential threat of the existing scene. GWI, DCUS 22-3-77

3. Really attain PROAC in the CW operating area for the organizations operating there, sort out any weak spots or potential threats internal or external and handle, concentration in this target being upon the operation itself and its contacts and internal personnel. Dynamite spots should be predicted far in advance (example Non-US registration cycle which I am having to push) and handled before any repercussion occurs. DCUS 22-3-77

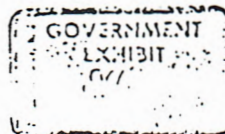
4. Get in a stream of reports by making the USB-GOWW reporting cycle from USB AG ^{of 1300} very fast and positive, with this line running directly to the GO on its own N/W channels independent of LRH-CSG lines. These lines come back from GOUS and GWI to LRH-CSG, not from USB to LRH-CSG for local handling. Put a terminal in at GOUS that coordinates USB as a single-hatted action. GWI, DCUS Done 31 May

5. Develop a specific set of stats for the USB GO Office that reflect the reality of the existing scene, including every BU. DCUS 1000-0219-2-76

6. Push the stats into Power. GWI, DCUS

LRH

7/1/77 SKL/S



100-100000-100
A-1000-0000

26 Nov 75

cc CSG

SECRET

GOUS

LRH PERS PRO

XXXXXXXXXXXX

DCMS

GW

Dear Manning:

Yours of 24 Nov.

We have found a whole part of a condominium to rent. It is 5.3 miles from the FH. We have been negotiating on it as a simple rental at very low cost and the owner is delighted since he can buy carpets and occupation certs with our rental for the whole block. It will be UC or SID - I don't know what name the mission (F&P) is using for the negotiation.

As the office of LRH will be there, the bus and phone lines will have to lead to there. Also as I can't operate without comm, a couple lease lines for intercomm and telexes will also lead to there.

This makes a pretty high profile but it is well outside the CW influence band and won't get PR or press connected. It's a so-what. My name is not being used in the area and it is probable that it will act as low profile. But it isn't Ratcliffe. That was impossible due to lack of hotels near the airport.

I am not making a very strenuous effort to maintain a lot profile but my staff are doing well at it/ under present circumstances.

The Goodrich and Cooper suits are dying and no papers will get served there. And you guys seem to have IRS under heavy control. And UC etc will get the PROAC in in CW.

If I were not on line, this USB set up would go to blaze in a hurry. I save the operation once or twice a day rounding up bad goofs and make my years pay two or three times a week. (Not an exaggeration.) I am actually acting on all Sec lines in one way or another in a very heavy Phase I. My current line set up is too slow and ragged to keep up with the operation smoothly. I am actually operating also as AG office USB almost totally single hand. You do not really have an AG office here. I hate to have to say, and when Lindy pulls out I'll probably have CW on my plate but good. LRH PRs are already carrying a load on that.

I'll make recommendations later on the UNP but right now all I am trying to do is operate and handle. This affects security like mad, of course. Operation, therefore, is being played first and security second.

I was making a daily appearance at the base doing research and lecturing on a Special RU that is needed for PTS cases (and succeeding). (And had to knock it off day before Yesterday and suspend the lectures because of pressure on the lines). Most of my trouble is caused by unpositive comm lines while having to Phase I.

private
Thus there will be an IMM/office at the MI (that is easy as I just drive in the garage and enter the third floor-garage elevator hall door and go on up. There will possibly be a personal office at the bank bldg if they get it clean. This is rougher as one has to step out of a car and walk to the door.

Probably my best layout is to get very well known in the CW area with a camera in my hand and my Universal News press card taking pictures of "beautiful CW" which is the local button (they hate tourists and also retired people). My photoshoot people will continue, as I have a whole org for that sort of thing and they can be well out of town. In the Caribbean I didn't get hit and actually fronted for the operation and so did SCN to smash the CIA thing. But the CIA thing won - I and SCN were not any reason (by actual investigation) for our losing ports. We rode through on Bermuda solely because of me and SCN and also Santo Domingo. The kooky Jamaica-Barbadoes-Trinidad flaps were all DESPITE me and SCN. Curacao is a mixed pkg but right this minute my personal PR in Curacao is out the roof. And the tourism brochure I did for them would push it even higher, PM being the lonely psycho opposing and powerless due to splendid action by CGC personally.

So I think the exact plan will be that I play operations above security, slide in on personal PR as that well known photographer very visible with a whole crew camera in hand and living in a nearby town. Not push it. Just let it seep in. My portrait of the mayor will hang in city hall never fear. As to quality and carrying it off, according to the brochure separation negative people and the IA printers I'm the only one they're having no trouble with amongst ALL their photographers and the NY billboard scene is a rave.

-3-

So we play it this way and play it by ear of course.
And we maintain a security that won't interfere with
operations.

And we count on your BI to very quickly pre-alert
any trouble so I can go fishing until you handle.

AND WE COUNT ON YOU GUYS TO LOW IRS DOWN
AND WE AGREE THE BOARDS.

That is the way it will have to be played
within the demands and realities of the scene.

I have some very good people on my immediate
staff who do fine operationally. And they do
well on security/. They could not even begin to
do well on the type of flap like Federal or suits
which I am counting on you guys to handle.

This planning includes a really fine local
GO office so this scene stays cool and stays off
CSG's and my plate.

So the program is attached.

Love,

Ron

Law Offices
FLYNN & SHERIDAN
400 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02210
—
(617) 350-7200

MICHAEL J. FLYNN
WILLIAM A. SHERIDAN
MICHAEL A. TABB

December 27, 1988

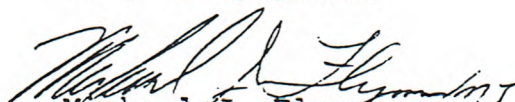
Clerk of Court
Court of Appeal of State of California
2nd Appellate District
Division Four
3850 Wilshire Blvd
Room 301
Los Angeles, CA 90010

RE: Church of Scientology of California v. Armstrong

Dear Sir:

Enclosed please find Response of Gerald Armstrong to Opposition filed by Real Party in Interest, Bent Corydon and Certificate of Service.

Very truly yours,


Michael J. Flynn

MJF:mb

ENC.

cc: Mr. Kendrick Moxon and Mr. Timothy Bowles
Mr. Eric Liberman
Ms. Toby Plevin
Clerk of Superior Court
Paul Morantz

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION
Civ. No. B _____
(Super. Ct. No. C420153)

CHURCH OF SCIENTOLOGY OF CALIFORNIA
and MARY SUE HUBBARD,

Plaintiff-Petitioners,

-against-

GERALD ARMSTRONG

Defendant

CHURCH OF SCIENTOLOGY OF CALIFORNIA
and MARY SUE HUBBARD,

Petitioners

-against-

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNT OF LOS ANGELES,

Respondents.

BENT CORYDON, Real Party In Interest

Response From the Superior Court of California
County of Los Angeles
Judge Bruce R. Geernaert

RESPONSE OF GERALD ARMSTRONG TO OPPOSITION FILED BY
REAL PARTY IN INTEREST, BENT CORYDON

MICHAEL J. FLYNN
FLYNN & SHERIDAN
400 ATLANTIC AVENUE
BOSTON, MA 02210
(617) 350-7200

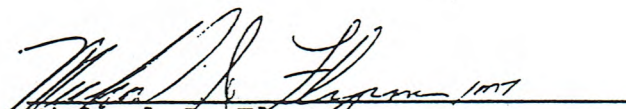
Counsel for Defendant

Respondent Gerald Armstrong has only recently become aware of the orders of Judge Bruce Geernaert unsealing portions of the file in the instant case and the petition for writ of Supersedaes subsequently filed by the Church of Scientology of California in the instant case. Although Mr. Armstrong was a party to the stipulation settling the case in the Superior Court and sealing the file, the moving party below did not serve Respondent Armstrong or his undersigned counsel of record with any pleadings regarding the application to unseal the file. Respondent Armstrong and his counsel therefore wish to make their position known to this Court.

1. Counsel Paul Morantz, has filed in this Court a "Response to Petition for Writ of Supersedaes" with attached memorandum of law and exhibits. The exhibits include confidential correspondence from Respondent Armstrong's attorney's office and an apparent copy of a confidential settlement entered into between one of Mr. Armstrong's attorney's clients and the Church of Scientology. We do not know precisely how Mr. Morantz obtained such documents but we believe that they were given to him by an attorney who had been consulted about the documents. This other attorney was never authorized to disclose or divulge the documents. See Affidavit of William Franks, attached as Exhibit 1. We request that these "exhibits" to the "opposition" be immediately sealed as they are confidential settlement documents not intended to be made public and not part of the file unsealed by Judge Geernaert.

2. Numerous materials in the Armstrong case filed were sealed at the behest of both parties as part of the settlement of the case. That sealing was an intricate part of the settlement, which settlement should not be undone.

By his attorney,


Michael J. Flynn
Flynn & Sheridan
400 Atlantic Avenue
Boston, MA 02210
(617) 350-7200

DATE: December 27, 1988

EXHIBIT 1

I, William Wagner Franks, swear under the pains and penalties of perjury, on or about mid-summer 1988, I sent to Atty. Van Sickle certain documents for the purpose of ascertaining the legal validity of certain provisions of those documents. These documents were regarding the settlement with C of S. At no time did I give permission to publicize or make public contents of the settlement documents.

Attested so true.

William W. Franks
William W. Franks

Edith Mears

NOTARIAL SEAL
EDITH MEARS, Notary Public
St. Davids, Delaware Co.
My Commission Expires July 18, 1992

CERTIFICATE OF SERVICE

I, Michael J. Flynn hereby certify that I have served a copy of the foregoing Response to Gerald Armstrong to Opposition Filed by Real Party in Interest, Bent Corydon by mailing same, postage prepaid, to

Mr. Kendrick Moxon and Mr. Timothy Bowles
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

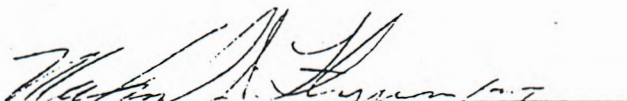
Mr. Eric Lieberman
Rabinowitz, Boudin, Standard, Krinsky, & Liberman, P.C.
740 Broadway at Astor Place
Fifth Floor
New York, N.Y. 10003

Ms. Toby Plevin
Sayre, Moreno, Purcell & Boucher
10866 Wilshire Boulevard
Fourth Floor
Los Angeles, CA 90024

Clerk of Superior Court
Los Angeles County
111 North Hill Street
Los Angeles, CA

Paul Morantz
A Professional Corporation
P.O. Box 511
Pacific Palisades, CA 90272

12/27/88
Date


Michael J. Flynn

EUGENE M. INGRAM

PRIVATE INVESTIGATOR

COMPLEX LITIGATION INVESTIGATIONS

INTERNATIONAL INVESTIGATIONS

CRIMINAL DEFENSE SPECIALIST

INGRAM INVESTIGATIONS

CALIFORNIA LICENSE AAB387

4343 SUNSET BOULEVARD

LOS ANGELES, CALIFORNIA 90029

TELEPHONE

(213) 666-6778

DECLARATION OF RICHARD J. WYNNE

I, Richard J. Wynne, declare:

1. I am an attorney at law licensed to practice in the State of California. I am an associate of the law firm of Cummins & White, attorneys of record for Defendants Joseph A. Yanny, Joseph A. Yanny, P.C. and Richard J. Wynne in this matter.

2. I have personal knowledge of all of the following facts and if called on to do so I could competently testify to them in a court of law.

3. The documents described in the attached Exhibit "A" are relevant and material to issues raised in pleadings in this case and, defendants are informed and believe, are within the possession, custody and control of the person subject to this subpoena.

4. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of November, 1989 at Los Angeles, California.

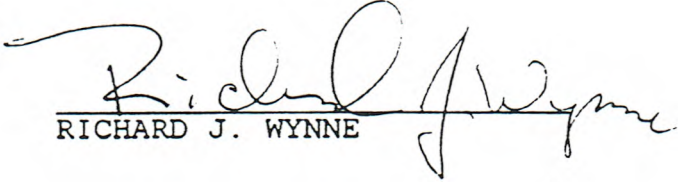

RICHARD J. WYNNE

EXHIBIT "A"

Documents to be Produced

1
2
3
4 All documents relating to any settlement between any person
5 or entity affiliated with Scientology, including but not limited
6 to Church of Scientology of California, Church of Scientology
7 International, Religious Technology Center, Author Services
8 International, Church of Spiritual Technology and any person or
9 entity settling any litigation with any of the named entities.

10 All documents relating to said settlements include, but is not
11 necessarily limited to, the following categories of documents:

12 A. Any and all final or executed versions of
13 settlement agreements.

14 B. All draft versions of settlement agreements
15 that were exchanged among the parties and/or their
16 counsel.

17 C. All correspondence relating, referencing,
18 explaining or discussing the express or implied terms
19 of any such settlement agreement or draft thereof.

FEB 28 1990
EA

ORIGINAL

MAR - 9 1990

Permission to file respondent's brief GRANTED
Time to file respondent's brief extended to 60 days after date of this order.
[Signature]

OF APPEAL - SECOND DIST.
FILED

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE

FEB 28 1990
T. N. WILSON Clerk

Deputy Clerk

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,
Plaintiffs-Appellants,
v.
GERALD ARMSTRONG,
Defendant-Respondent
MARY SUE HUBBARD
Intervenor.

) Case No. B025920
)
) LASC No. C420153
)
)
) RESPONDENT'S PETITION
) FOR PERMISSION TO FILE
) RESPONSE AND FOR AN
) EXTENSION OF TIME TO
) FILE RESPONSE

3-22-90

I am the respondent Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for an extension of time in which to file a respondent's brief or other appropriate document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto in a sealed envelope as Exhibit A. I have no objection to this document being unsealed.

Para. 4A of the settlement agreement allowed appellants to maintain their appeal, no. B005912, which had been filed in 1984, although the case

filed 2-28-90

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,)	
	)	Case No. B025920
)	
Plaintiffs-Appellants,	)	LASC No. C420153
)	
v.)	
	)	RESPONDENT'S PETITION
GERALD ARMSTRONG,	)	FOR PERMISSION TO FILE
	)	RESPONSE AND FOR AN
Defendant-Respondent	)	EXTENSION OF TIME TO
	)	FILE RESPONSE
MARY SUE HUBBARD)	
)	
Intervenor.)	
_____)	

I am the respondent Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for an extension of time in which to file a respondent's brief or other appropriate document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto in a sealed envelope as Exhibit A. I have no objection to this document being unsealed.

Para. 4A of the settlement agreement allowed appellants to maintain their appeal, no. B005912, which had been filed in 1984, although the case

was ostensibly settled. Para. 4B contains the condition that I "waive any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by the Church of Scientology of California."

I have recently become convinced that it would be a fraud upon this court to not advise it that the respondent is prohibited from filing a brief. I am also now convinced that my right to file a respondent's brief is not something that can be taken away by such a settlement agreement.

I have discovered, moreover, that "the failure to file respondent's brief imposes an unnecessary burden on [the] court, and at least raises the inference that respondent concedes that the appeal is meritorious," Sowell v. Sowell, 164 Cal. App. 2d 371, 330 P.2d 391 (1958), Yarbrough v. Yarbrough, 144 Cal. App. 2d 610, 301 P. 2d 426 (1956); that the court "may assume . . . that the respondent has abandoned any attempt to support the judgment, and . . . may also assume that the points made by the appellant are meritorious," Roth v. Keene, 256 Cal. App. 2d 725, 64 Cal. Rptr. 399 (1967); and that the court "shall regard with disfavor the failure of a respondent in any case to assist the court by means of an answering brief," James v. James, 125 Cal. App. 2d, 417, 270 P.2d, 538 (1954).

I am therefore requesting this court's permission to file a respondent's brief, motion for dismissal or other responsive document.

2. Extension of Time to File:

I received Appellants' Brief and Appellants' Supplemental Appendix in Lieu of Clerk's Transcript from Flynn, Sheridan & Tabb on January 18, 1990. I have not yet received Appellants' Appendix.

I am not an attorney and I am not represented by legal counsel in any Scientology matters at this time. Neither Flynn, Sheridan & Tabb nor Contos & Bunch, both of which firms represented me throughout the litigation of

this case in the lower court, will be representing me in this appeal. It is my intention to retain an attorney to represent me in this appeal if at all possible.

Appellants had five and a half years from the date the trial court issued its Decision to the date they filed their brief.

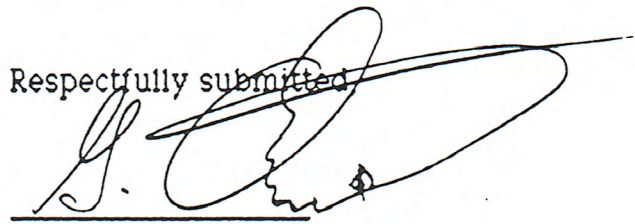
Appellants have filed another appeal, entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant, Bent Corydon, Appellee, Civ. No. B 038975 in Division Four in the Second Appellate District, which has its genesis in the same case underlying this appeal, Super. Ct. No. C420153, and concerns many of the same facts and issues as this appeal. I am at this time also petitioning the Division Four Court for permission to respond in that appeal.

There remain a number of issues springing from the settlement agreement, appellants' actions in violation of the agreement, and appellants' obstructive and threatening use of the agreement, which this court does not have to consider in order to grant my petition, but which I will be addressing as soon as possible by motion or other appropriate action in the Los Angeles Superior Court, which retains, pursuant to clause 20 of the settlement agreement, jurisdiction to enforce its terms.

I therefore request 90 days from the date of this court's granting of this petition in which to file a respondent's brief or other responsive document.

DATED: February 20, 1990

Respectfully submitted

A large, stylized handwritten signature in black ink, appearing to read 'G. Armstrong', is written over the typed name below.

GERALD ARMSTRONG

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 7140 Buckingham Blvd., Berkeley, CA 90475.

On February 20, 1990 I caused to be served the foregoing document described as RESPONDENT'S PETITION TO FILE RESPONSE AND FOR AN EXTENSION OF TIME TO FILE RESPONSE on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Oakland, California, addressed to the persons and addresses specified on the service list attached.

Executed on February 20, 1990 at Oakland, California.

SERVICE LIST

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE
3580 Wilshire Blvd., Room 301
Los Angeles, California 90010

ERIC M. LIEBERMAN, ESQ.
RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.
740 Broadway, Fifth Floor
New York, New York 10003-9518

MICHAEL LEE HERTZBERG, ESQ.
275 Madison Avenue
New York, New York 10016

MICHAEL J. FLYNN, ESQ.
FLYNN, SHERIDAN & TABB
One Boston Place, 26th Floor
Boston, Massachusetts 02108

JULIA DRAGOJEVIC, ESQ.
CONTOS & BUNCH
5855 Topanga Canyon Blvd., #400
Woodland Hills, California 91367

CLERK OF THE SUPERIOR COURT
111 North Hill Street
Los Angeles, California 90012

filed 3-1-72

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY OF)
CALIFORNIA and MARY SUE	) Case No. B038975
HUBBARD,)
	) LASC No. C420153
Appellants,)
)
v.)
	) DEFENDANT'S PETITION
GERALD ARMSTRONG,	) FOR PERMISSION TO FILE
	) RESPONSE AND FOR TIME
Defendant,	) TO FILE
)
BENT CORYDON,)
)
Appellee.)
_____)

I am the defendant Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for time in which to file such a brief or other responsive document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto as Exhibit A. I have no objection to this document being unsealed.

Para. 4B of the settlement agreement states in part that I waive "any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by the Church of Scientology." I have recently become

convinced that it is a fraud upon the court to not advise it that the defendant, who has an interest in the outcome of this appeal, is prohibited from filing a respondent's brief or other responsive document. I am also now convinced that my right to file a responsive document to protect my rights is not something that can be taken away by such a settlement agreement.

I am therefore requesting this court's permission to file a respondent's brief or other responsive document.

2. Extension of Time to File:

I received the Reply Brief of Appellants and Response to Cross Appeal from the law firm of Flynn, Sheridan & Tabb on January 30, 1990. The Flynn firm has not been able to locate and may never have received any of the other briefs filed in this appeal.

I am not an attorney and I am not represented by legal counsel in any Scientology matters at this time. Neither Flynn, Sheridan & Tabb nor Contos & Bunch, both of which firms represented me throughout the litigation of this case in the lower court, will be representing me in this appeal. It is my intention to retain an attorney to represent me in this appeal if at all possible.

Appellants have also filed in Division Three of the Second Appellate District an appeal, Civ. No. B025920, from the decision of the trial court in the same case, Super. Ct. No. C420153, from which this appeal arises. I have at this time petitioned the Division Three Court for permission to respond in that appeal.

There remain a number of issues springing from the settlement agreement, appellants' actions in violation of the agreement, and appellants' obstructive and threatening use of the agreement which this court does not

have to consider in order to grant my permission, but which I will be addressing as soon as possible by motion or other appropriate action in the Los Angeles Superior Court, which retains, pursuant to clause 20 of the settlement agreement, jurisdiction to enforce its terms.

I therefore request 60 days from the date of this court's granting of this petition in which to file a respondent's brief or other responsive document.

DATED: February 21, 1990

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gerald Armstrong', is written over a horizontal line. The signature is stylized and somewhat cursive.

GERALD ARMSTRONG

Gerald Armstrong
6838 Charing Cross Road
Berkeley, CA 94705
(415) 849-0929

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6838 Charing Cross Road, Berkeley, CA 94705.

On February 21, 1990 I caused to be served the foregoing document described as DEFENDANT'S PETITION FOR PERMISSION TO FILE RESPONSE AND FOR TIME TO FILE on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Oakland, California, addressed to the persons and addresses specified on the service list attached.

Executed on February 21, 1990 at Oakland, California.

B. Sparks

SERVICE LIST

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR
3580 Wilshire Blvd., Room 301
Los Angeles, California 90010

ERIC M. LIEBERMAN, ESQ.
RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.
740 Broadway, Fifth Floor
New York, New York 10003-9518

MICHAEL LEE HERTZBERG, ESQ.
740 Broadway, Fifth Floor
New York, New York 10003-9518

BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028

TOBY L. PLEVIN, ESQ.
6380 Wilshire Blvd., Suite 1600
Los Angeles, California 90048

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, California 90272

MICHAEL J. FLYNN, ESQ.
FLYNN, SHERIDAN & TABB
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